

Please retain this packet for the May 9 Worksession.

M E M O R A N D U M

TO: Government Operations and Fiscal Policy Committee

FROM: Robert H. Drummer, Senior Legislative Attorney

SUBJECT: **Discussion:** Collective Bargaining Agreements

This worksession will discuss the amendments to the County's collective bargaining agreements with the Municipal and County Government Employees Organization (MCGEO), representing County employees who are in the OPT and SLT bargaining units, the Fraternal Order of Police (FOP), representing members of the police bargaining unit, and the International Association of Fire Fighters (IAFF), representing fire and rescue employees. See ©1-54 (Executive's Transmittal Memo, MCGEO Agreement, Summary), ©55-90 (Executive's Transmittal Memo, FOP Agreement, Summary), and ©91-107 (Executive's Transmittal Memo, IAFF Agreement, Summary). The OMB Fiscal Impact Statement for these Agreements is at ©108.

Background

Each of these agreements resulted from negotiations between the County Executive and the respective union. The Executive transmitted each of these agreements to the Council for review on April 4, 2012. The Executive recommended funding all of the economic provisions in the collective bargaining agreements in his FY13 Recommended Budget. The Council has the final authority to approve, reject, or modify each economic provision in the collective bargaining agreements. Each of these agreements is subject to the Council review process outlined below.

Council Review

Under the County Employees Labor Relations Laws (Police: County Code §§33-75 through 33-85; County employees: County Code §§33-101 through 33-112; Fire and Rescue employees: County Code §§33-147 through 33-157), the County Council must review any term or condition of each final collective bargaining agreement requiring an appropriation of funds or enactment, repeal, or modification of a county law or regulation. On or before May 1, unless the Council extends this deadline for up to 15 days, the Council must indicate by resolution its intention to appropriate funds for, or otherwise implement the agreement, or its intention not to do so, and state its reasons for any intent to reject any part of an agreement. On April 24, 2012, the Council adopted Resolution No. 17-395 which extended the time to indicate intent to approve or reject these agreements until May 15, 2012. The Council is not bound by the agreement on

those matters over which the Council has final approval. The Council may address contract items individually rather than on an all-or-nothing basis. See County Code §33-80(g); §33-108(g)-(j); §33-153(l)-(p).

If the Council indicates its intention to reject or opts not to fund any item, it must designate a representative to meet with the parties and present the Council's views in their further negotiations. The parties must submit the results of any further negotiations, or impasse procedures if the parties cannot agree on a revised contract, to the Council within 9 days after the Council indicates its intent to reject a provision.

This Committee is scheduled to revisit these issues on May 9.

Collective Bargaining Agreements

The OMB Fiscal Impact Statement for these Agreements is at ©108. A chart showing the provisions in each Agreement that requires Council approval for FY13 is at ©109. These provisions are described below.

- (1) **General Wage Adjustment:** Each collective bargaining agreement contains a \$2000 lump sum payment for each full-time employee for FY13, pro-rated for part-time employees, payable on the first pay period of the fiscal year. **The FY13 cost for the lump sum payments is: 1) \$2,399,626 for the FOP; 2) \$10,134,697 for MCGEO; and 3) \$2,304,283 for the IAFF.** The lump sum would not be included in the employee's base salary and would not be a recurring cost in future years.

Council staff question: *Should the payments be spread out over a longer period of time to make sure that employees who leave before the end of the year receive a proportionally lower payment?*

- (2) **Service Increments:** None of the agreements provide a general service increment in FY13 for any employees who are below the top of their grade. This would be the third consecutive year that employees did not receive a service increment. However, each agreement provides a 3.5% longevity increment for those employees who reached 20 years of service during the last 2 years (when no service increments were paid) or during FY13. The IAFF Agreement includes a second longevity step increase of 3.5% for employees who reached 28 years of service in the last 2 years or during FY13. These longevity step increases would be added to the employee's base salary and therefore become a recurring cost in future years. The longevity step increase would also result in a corresponding increase in the County's required contribution to fund their retirement plans. **For FY13, OMB estimated the longevity increments to cost: 1) FOP \$182,258; 2) MCGEO \$355,534; and 3) IAFF \$221,719 for 20 years and \$89,515 for 28 years.** Including non-represented employees, OMB estimated that 491 out of 9035 County employees (5.4%) would be eligible for this longevity step increase in the Executive's FY13 Recommended Budget.

Council staff question: *If the County does not have the revenue to fully fund service increments for all employees, is it reasonable to provide these service increments only to those employees who are the highest paid employees in each grade?*

- (3) **FOP Agreement – Tuition Assistance:** The Council approved suspending the tuition assistance program in FY11 for all employees when it adopted the FY11 Operating Budget. The Executive agreed with the FOP to reinstate the tuition assistance program with a cost cap of \$135,000 for FY12. The Council approved funding for FOP tuition assistance in the FY12 budget. The Agreement provides that tuition assistance would be available for FOP members up to \$135,000 for FY13. None of the other agreements provide for tuition assistance in FY13.

Council staff question: *Should the Council continue to fund tuition assistance in FY13 for FOP members while continuing to suspend the program for all other County employees?*

- (4) **FOP Agreement – Organ Donor Leave:** The FOP Agreement allows bargaining unit members to use additional paid leave to serve as an organ donor. An employee would be entitled to receive up to 7 days to serve as a bone marrow donor and up to 30 days to serve as an organ donor. In 2000, the General Assembly enacted a law providing organ donor leave for State government employees, now codified at Md. Code State Personnel and Pensions Art. §9-1106. The federal Organ Donor Leave Act, enacted in 1999, provides additional leave for a federal government employee who serves as an organ donor. OMB was unable to estimate the fiscal impact of this change. The Council approved a similar provision in the IAFF Agreement last year.
- (5) **FOP Agreement – Running shoes for Academy staff:** The FOP Agreement would provide additional funds for running shoes for Academy staff. OMB estimated the cost to implement this provision at \$1425 in FY13.
- (6) **FOP Agreement – Bike shoes:** The Agreement requires the County to provide bike shoes for bicycle patrol officers less frequently. OMB estimated FY13 savings from this provision at \$7130.
- (7) **FOP Agreement – Motor boots for traffic officers:** The FOP Agreement requires the County to provide traffic officers with motor boots less frequently. OMB estimated FY13 savings from this provision at \$3800.
- (8) **FOP Agreement – Vehicle changes:** The FOP provides several changes to the policies governing the use of County vehicles by officers. OMB estimated the FY13 cost of these changes at \$10,048.
- (9) **IAFF ALS Special Pay:** The IAFF Agreement increases the special pay for all bargaining unit members hired after July 1, 2005 with Advanced Life Support (ALS) certification. Employees with ALS certification hired before July 1, 2005 receive a straight lump sum based upon years of service without regard to the number of hours assigned to a transport unit. Employees hired after July 1, 2005

receive a smaller lump sum and an hourly increment for each hour the employee is assigned to a transport unit. The Agreement would put all employees under the pre-2005 system where they receive a lump sum based upon years of service without regard to the number of hours assigned to a transport unit. The Council rejected an across the board increase in ALS special pay for all employees in FY11. **OMB estimated the FY13 cost of this change to the old system for new employees at \$269,751.** This would be a recurring cost in future years.

Council staff question: *Why are we abandoning the change to the new ALS special pay system? What are the benefits to the County of moving back to the old system?*

- (10) **MCGEO Agreement – Tool reimbursement for FY10 & FY11 purchases:** The MCGEO Agreement would provide for reimbursement of up to \$1500 per employee for tool purchases made by FRS mechanics in FY10 & FY11. **OMB estimates the FY13 cost to be \$22,500.**

- (11) **MCGEO Agreement - Classification Studies:** The MCGEO Agreement would require the County to conduct classification studies for certain positions. OMB did not provide an estimate of the cost to conduct these studies.

Council staff question: *What is the estimated cost to conduct these studies? Will this provision prevent the County from conducting other important classification studies due to lack of funding?*

OHR Responses to Questions

Council staff sent questions to OHR Director Adler about these collective bargaining agreements on April 5. The responses from OHR are at ©___. A supplemental response from the Police Department concerning the contract provision governing outside employment is at ©___.

Disability Retirement

Bill 45-10, Personnel – Disability Retirement – Eligibility – Total and Partial Incapacity, enacted on June 28, 2011 and signed by the Executive on July 11, 2011 takes effect on July 1, 2012. Bill 45-10 created a two-tier system for service-connected disability retirement for all employees identical to the existing system for fire and rescue employees and prohibited a service-connected disability retirement award to an employee who commits an offense that would justify a termination for misconduct.

An uncodified section of Bill 45-10 permitted both the FOP and MCGEO to negotiate with the Executive about potential amendments to Bill 45-10 this year, including the right to resolve an impasse with arbitration on this as a separate issue. The FOP and the Executive submitted last best final offers to an arbitrator last month. The arbitrator selected the FOP final offer on March 29. The Executive transmitted proposed legislation to the Council that would implement the arbitration decision on April 23, 2012. This process is separate from the collective bargaining agreements that are the subject of this packet and will be addressed e in future packets describing this proposed legislation.

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Isiah Leggett
County Executive

OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

MEMORANDUM

April 1, 2012

TO: Roger Berliner, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and MCGEO

RECEIVED
MONTGOMERY COUNTY
COUNCIL

2012 APR -4 PM 1:30

I have attached for the Council's review the agreement resulting from the recent collective bargaining negotiations between the Montgomery County Government and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (MCGEO). The agreement is the product of a settlement reached by the parties during mediation. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement effective July 1, 2012 through June 30, 2015. I have also attached a summary of the changes. I have also attached a synopsis of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document.

cc: Joseph Adler, Director, Office of Human Resources
Jennifer Hughes, Director, Office of Management and Budget
Marc Hansen, County Attorney, Office of the County Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MUNICIPAL & COUNTY GOVERNMENT EMPLOYEES ORGANIZATION
UNITED FOOD & COMMERCIAL WORKERS, LOCAL 1994**

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (Union); agree that their collective bargaining agreement effective July 1, 2011, through June 30, 2012, is extended in full force and effect for the three-year term July 1, 2012, through June 30, 2015, subject to the amendments shown on the following pages

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

* * *

ARTICLE 5 – WAGES, SALARY, AND EMPLOYEE COMPENSATION

5.1 Fiscal Year Salary Schedules

Bargaining unit members are eligible for service increments of 3½ percent each. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade. Receipt of a service increment shall be conditioned upon the provisions of Article 6, Service Increments. Beginning the first pay period following January 1, 2008, a longevity increment will be added to the salary schedules found in Appendix VII for bargaining unit members who are at the maximum of their pay grade and have completed 20 years of service (beginning of year 21) equal to a 3 percent increase. [Both the granting of additional service increments and initial progression to the longevity pay increment will be suspended for the duration of this Agreement, effective July 1, 2010.] Effective July 1, 2012, any bargaining unit member who reached eligibility for longevity in FY11 or FY12, and is otherwise eligible, shall receive their longevity increment effective the first full pay period following July 1, 2012. For the duration of this Agreement, Appendix VII C shall remain as it was effective July 6, 2008.

5.2 Wages

* * *

- (c) Effective the first full pay period following July 1, 2009, each unit member shall receive a 4.5 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIC of this agreement. This General

Wage Adjustment shall be postponed and shall not be effective during fiscal year 2013 [2010, or FY 2011].

- [(d) If the County government or MCPS negotiates higher compensation improvements for any of its employee organizations during FY-2010, except for HOC and MNCPPC, those higher increases will be matched for bargaining unit employees.
- (e) In the event the County's financial condition improves and there are funds in excess of that necessary to maintain the current level of services, then the parties may reopen this agreement to discuss wages.
- (f) The 4.5 percent wage adjustment effective the first full pay period after July 1, 2009 shall be postponed and shall not be effective in FY2012.]
- (d) The County agrees to pay a \$2,000 lump sum payment in FY13 to bargaining unit members who are actively employed by the County on July 1, 2012. This lump sum amount shall be pro-rated for part time employees. Employees covered under Article 53 of this Agreement are not eligible for this payment. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY13. Employees who are on unpaid leave and return to work during FY13 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employee's base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments.

* * *

5.4 Multilingual Pay Differential

A pay differential for the use of multilingual skills is to be based upon the following criteria:

* * *

- (d) For the 2012-2013 contract year, [Beginning July 1, 2011,] no additional employees will be tested for multilingual certification. [The multilingual pay program may be reopened at a later date by mutual written agreement of the parties.] In the event that a bargaining unit employee leaves the multilingual program during the term of this agreement, the Employer, based upon operational need, may elect to allow a new bargaining unit employee into the program to fill the vacant skill set.

* * *

- [(f) In addition, the parties shall jointly review the eligibility of the 108 bargaining unit members that the County proposes to discontinue eligibility for the multilingual pay differential for final determination.]

[5.32 Wages and Benefits

If at any time during this fiscal year, the County implements improvements in rates of pay under Article 5, Section 1 or Appendix VII with groups of employees outside of the OPT/ SLT bargaining units within the County Government or MCPS, such improvements shall be provided to all bargaining unit members covered by this agreement.]

ARTICLE 6 – SERVICE INCREMENTS

6.1 Service Increments

* * *

- [(c) Bargaining Unit employees shall continue to be eligible for regularly scheduled service increments in FY-2010 under this article.
- (d) All bargaining unit members who are at the top of their salary grade in FY-2010, shall on a one time basis, be credited with sixty (60) hours of compensatory leave on their service increment date. The employee must use the sixty hours as leave.]

* * *

6.8 [Effective July 1, 2010, grant] Granting of service increments [and the initial progression to the longevity step] shall be suspended for FY13 [the duration of this Agreement]. Service increments shall be subject of each reopener identified in Article 49 of this agreement.

ARTICLE 9 – WORKING CONDITIONS

* * *

9.9 Dependent Care Issues

* * *

- [(f) (1) Bargaining unit members are eligible for the “emergency pager” program that aids employees in meeting work program responsibilities while attending to family needs. Employees may apply for the short-term use of one of 10 available pagers during the period of expected childbirth or during a period of time when an employee needs to care for family members (spouse, domestic partner, minor child, parent or adult child incapable of self care) who have critical medical conditions. The program is offered without charge to eligible bargaining unit employees. Employees may apply for the use of pagers for a period of up to 30 calendar days free of charge for eligible events. Application shall be made to the Office of Human Resources and approval provided by the Director or designee.
- (2) The use of pagers is for notification purposes only. In the event that a bargaining unit employee needs to leave work as a result of a page, established procedures for work absences will be followed.
- (3) Eligible Events

- (A) Child Birth The use of pagers shall be approved for the 30-calendar-day period immediately prior to the expected date of delivery. This period may be extended when pregnancy is prolonged or childbirth-related medical complications exist.
- (B) Critical Medical Condition In cases involving the serious and critical medical condition of a family member, the use of pagers may be approved in increments of 30 calendar days.]

9.10 Classification Issues

The parties agree that the Classification process is intended to ensure that employees are in appropriate job classes based upon the required knowledge, skills and abilities of their positions.

* * *

- [(e)] Classification reviews shall be suspended under FY 2011 unless otherwise agreed to by the parties. Any classification reviews initiated prior to June 30, 2010 shall be completed as required under the collective bargaining agreement.]
- [(f)](e) Classification and grade level review of an occupational class that is predominately populated by OPT or SLT bargaining unit positions, or a review of the classification assignment of an individual position, may be requested by the Union at any time during the month of June. Individual position classification and occupational study requests shall not be accepted in FY 2013, but shall be accepted again beginning in FY 2014. The number of individual position classification and occupational study requests to be accepted shall be a topic of the contract reopener for the 2nd year of this contract, effective July 1, 2012. [Effective July 1, 2011, classification reviews will be suspended for the duration of this agreement.]
- [(g)](f) Requests for an occupational class study must document factual evidence of a material change in the duties/responsibilities of the job class, and must clearly demonstrate that said changes have substantially affected the work of the class. Within 30 days of receipt of a request to study an occupational classification, OHR shall inform the Union of the acceptance or denial of the request.
- (g) When conducting occupational class studies, the Union and the Employer shall work collaboratively, ensuring that the following procedures are a part of the process:
 - (1) The Union and the Employer shall share information and establish timeframes.
 - (2) Orientation sessions, in-person and/or online, shall be conducted for affected employees. Employees will be provided with information concerning timelines, process, and other relevant matters.
 - (3) The Union and the Employer shall select a subset of the employee population that will be randomly selected to attend focus groups/interview sessions. This

subset of the employee population selected shall be between ten to thirty percent of the employees populating the class.

(4) Affected employees shall be provided periodic status updates.

(5) Affected employees will be provided with appropriate and reasonable time to participate in the process, during normal working hours, where operationally practicable.

* * *

(j) Position classification decisions are not grievable. However, UFCW Local 1994 MCGEO may request the review of any classification recommendation by an independent classification expert within six (6) months of the occupational class study recommendation. When such requests are made:

* * *

(o) The County shall conduct classification studies [reviews of three (3)] of the following three (3) job classifications during FY 2013 [12]:

[(1) Correction Kitchen Officer

(2) Equipment Operator I]

[(3)] (1) Automated Traffic Enforcement Field Technician

[(4)] (2) Fire & Rescue Mechanic Occupational series

[(5)] (3) Public Service Craftworkers

[(6) School Healthroom Aides]

[The County shall conduct an independent classification review of the Case Manager occupational series in accordance with 9.10

The County shall conduct classification reviews of three of the above mentioned job classifications during each fiscal year of this agreement. The Union will select the three of classifications from the above list.] These reviews are subject to available funding.

(p) The County shall conduct classification reviews of five (5) job classifications during FY2014. These job classes shall be jointly determined by the parties.

(q) The number for jointly selected job classification studies done in FY 2015 shall be a topic of the contract reopener for the 3rd year of this contract, effective July 1, 2014.

* * *

ARTICLE 10 – GRIEVANCES

10.1 Preamble

The parties agree that it is in their mutual interest to resolve disputes at the lowest possible level and to commit to a grievance procedure that is expeditious, fair and with integrity.

[10.1]10.2 Definition

* * *

[10.2]10.3 Discipline Grievances

Oral admonishments and written reprimands are not subject to review under this procedure. Any employee initiating a grievance under this procedure regarding suspension, demotion, termination, or removal waives any right to have that action reviewed by the Montgomery County Merit System Protection Board.

[10.3]10.4 Exclusivity of Forum

* * *

[10.4]10.5 Granting of Relief

* * *

[10.5]10.6 Procedure

The parties agree that this section will be considered a pilot program for Fiscal Year 2013. The pilot program will be reviewed by the parties following the period of the pilot program to determine whether to continue or modify it.

- (a) [Step 1] A written grievance must be presented to the immediate supervisor, [and] Department Director, and OHR by the Union within thirty (30) calendar days from the date of the event giving rise to the grievance or the date on which the employee knew or should have known of the event giving rise to the grievance. [The immediate supervisor/Department Director shall provide a written response within 15 working days of receipt of the grievance. If the Union is not satisfied with the response or no response is given, the grievance may be appealed to Step 2 to the Office of Human Resource in writing within 10 calendar days of receipt of the written response from the immediate supervisor.]
- (b) The department and the Union will make reasonable efforts to resolve the grievance until the CAO's response identified in section 10.6(d) of this Article. The department shall respond in writing to the grievance prior to the meeting identified in section 10.6(c) of this Article.
- (c) Within thirty (30) calendar days of receipt of the grievance, the CAO, or designee, shall meet with the Union and department representatives to conduct fact-finding and to

facilitate resolution of the grievance. A Federal Mediation and Conciliation Service (FMCS) mediator, or other mediator if mutually agreed-to by the parties, shall be used by the parties to mediate the grievance. In the event that the grievance is not resolved, at either party's request, the mediator shall provide an oral recommendation or opinion. Neither party is obligated to accept the recommendation. The mediator's recommendation/opinion shall be incorporated into OHR's transmittal memorandum to the CAO that accompanies the draft CAO decision.

[Step 2 Upon receipt of a written appeal from Step 1, the CAO or designee shall meet with the Union and the Department within thirty (30) working days. The purpose of the meeting is to attempt to resolve the grievance.]

- (d) If the grievance is not settled at [this] the CAO/grievance meeting, the CAO or designee shall respond in writing to the grievance within forty-five (45) calendar days after the meeting.

[During the course of this agreement, the parties agree to select and implement an electronic grievance submission and tracking system using funds available through the County-wide LMRC.]

[10.6]10.7 Waiver/Appeal

Failure of the Union to file or appeal a grievance within the specified time limits, [from the date of receipt of the Employer's answer,] unless otherwise waived, in writing, will result in the grievance being considered withdrawn. [resolved based on the last Employer response.] Failure of the Employer to issue a CAO decision in accordance with section 10.6(d), unless otherwise waived, in writing, will automatically advance the grievance to arbitration with the Employer solely assuming the arbitrator's costs. (This is not intended to include cancellation fees in the event the Union seeks a cancellation or rescheduling of the arbitration, or attorney's fees. The Employer retains the right to grant the relief requested in lieu of proceeding to arbitration.) [respond within the specified time limits, unless otherwise waived, may be treated by the Union as a denial of the grievance at the applicable step.]

[10.7]10.8 Mutual Waiver

The parties recognize and agree that the purpose of this procedure is to provide for equitable resolution of disputes. Therefore, in the administration of this procedure, the parties agree to interpret the terms of this procedure in a manner conducive to dispute resolution. Request by either party for an extension of a time limit as identified in this Article must be made prior to the expiration of that time limit and shall not be unreasonably denied by the other party. [In this spirit, the parties may agree to waive time limits set forth in this procedure.]

[10.8]10.9 Expedited Review

In disciplinary matters, the Union and Employer may agree to expedite [reserves the right to appeal] the grievance directly to [Step 2] arbitration.

[10.9]10.10 Grievance Preparation Time

Bargaining unit employees shall be released from work for [a given up to] a maximum of 3 hours to prepare a grievance filed under this Article. Release from work for the preparation of a grievance shall be subject to the approval of the employee's supervisor. Such a request shall not be unreasonably denied

[10.10]10.11 Non-interference

* * *

[10.11 Alternatives to Arbitration

If the written Step 2 response from the Chief Administrative Officer does not resolve the grievance, the Union may, within thirty (30) business days of receipt of such response, request EITHER mediation under 10.12 below OR advisory arbitration under 10.13 below, subject to agreement by the Employer, in lieu of proceeding directly to arbitration. In the event the Employer declines the Union's request, the Employer shall submit to the Union the reason for declining the request.

10.12 Grievance Mediation

A Federal Mediation and Conciliation Service (FMCS) mediator shall be used by the parties for the purposes for mediation. Neither party shall utilize either the Office of the County Attorney or outside counsel in mediation.

10.13 Advisory Arbitration

Advisory Arbitration. A Federal Mediation and Conciliation Service (FMCS) mediator shall be used by the parties for the purposes of advisory arbitration. At advisory arbitration each party's presentation will be limited to a brief oral argument, supporting documentation, and any witnesses. Presentations shall be limited to sixty (60) minutes. At the conclusion of the parties' presentations the arbitrator will recommend a resolution to the grievance. The advisory arbitration recommendation shall be confidential and shall not be referenced in any other forum. Neither party shall utilize either the Office of the County Attorney or outside counsel in advisory arbitration.]

[10.14]10.12 Alternative Dispute Resolution Processes

* * *

(a) Pre-discipline Settlement Conferences

* * *

- (5) The Committee reviews the recommended level of discipline and the facts of the case and makes a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee not to exceed [30] twenty-five (25) minutes with each side having the opportunity to respond not to exceed five (5) minutes each. Presentation and format shall be established by the Committee.
- (6) If parties agree with the recommendation of the Committee, a Notice of [Discipline] Disciplinary Action is issued with no grievance. If Union disagrees

with the committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If the County disagrees, it may go forward with the notice as originally proposed.

* * *

[10.15]10.13 Mediation/Facilitation

* * *

10.14 Grievance Scheduling and Tracking

- (a) The parties will schedule two (2) days per month for CAO/grievance meetings.
- (b) A CAO/grievance meeting is not confirmed until it has been confirmed by all parties.
- (c) If the grievant fails to appear for a CAO/grievance meeting, the meeting may be rescheduled one time. Failure of the grievant to show for a second time will result in the meeting proceeding without the grievant.

* * *

ARTICLE 14 – ANNUAL LEAVE

* * *

14.6 Scheduling of Use of Annual Leave

Accrued annual leave may be used, if approved by an employee's supervisor in accordance with procedures established by the department head and approved by the Chief Administrative Officer or designee. Every effort must be made to give each employee the opportunity to use annual leave earned. Whenever possible, requests for leave to attend to children during school "snow days" (closings, late openings, and early dismissals) should be favorably considered. The amount of leave granted should be commensurate with the school schedule. Supervisors [should] shall approve or deny annual leave requests within five (5) business days from receipt thereof.

* * *

14.15 Additional Leave Use for Bereavement Purposes

If an employee requests annual, compensatory, or personal leave in conjunction with bereavement leave refer to 19.1(f).

ARTICLE 15 – SICK LEAVE

* * *

15.6 Use of Sick Leave

* * *

- (e) Supervisors may require an employee to provide medical certification from a [licensed physician] the employee's licensed health care provider any time misuse/abuse is suspected. Employees must be given prior notice as to the requirement to provide certification for future absences. The period for which certification is required will be at the discretion of the supervisor.

* * *

15.12 Sick Leave Bank

The parties agree to implement a new sick leave bank effective October 1, 2012.

The sick leave bank shall be implemented upon agreement of both parties. The current sick leave donor bank as outlined in section 15.7 of this agreement shall remain in effect until a newly agreed upon bank is implemented by the parties.

ARTICLE 16 – LEAVE WITHOUT PAY

* * *

16.8 Military Leave for Active Duty

A full-time or part-time employee who is required to serve on active duty in the armed forces of the United States or a state militia must be granted leave without pay for the period the employee is required to remain in the military service. The employee is entitled to reinstatement to the former position or one of comparable status upon separation from the armed forces, provided application for reinstatement is made within 90 days from the date of separation. Under certain circumstances employees may be eligible for administrative leave while performing military service, as provided in Article 19.1(g) of this Agreement. Employees will be granted all rights and privileges under USERRA for any qualifying military leave for active duty.

* * *

ARTICLE 17 – DISABILITY LEAVE

* * *

17.2 Eligibility

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment must be paid the difference between normal County salary and the amount received under the Workers' Compensation law for a maximum period of 18 months of the temporary disability provided that the employee participates in cost-savings programs administered by the Montgomery County Division of Risk Management. During the covered period of temporary disability, the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under no circumstances will the employee's adjusted net pay be less than 100 percent of the net pay that he or she received prior to the disability

designation. After 18 months, if the employee remains temporarily disabled he/she may use accrued sick, annual or compensatory leave to make up the difference between Workers' Compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave in accordance with Article 33 of this agreement. The ability of the employee to work will be determined in accordance with the provision of the Executive Regulations on Disability as required by Section 33-100 of the Montgomery County Code.

- (a) An application for disability retirement, prior to the end of the 18-month cap, extends disability leave until such time as the Chief Administrative Officer renders a final decision on the disability retirement application. OMS shall treat all such applications as a priority. If the employee does not comply with the disability retirement application process, that employee's disability leave shall be suspended until such time as they comply with the application process.

* * *

17.4 Managed Care for Job-related Injury/Illness

* * *

- (b) employees who do not select a physician from the established network shall be eligible for disability leave for a maximum of 12 months[;]. OMS shall treat all such applications as a priority. If the employee does not comply with the disability retirement application process, that employee's disability leave shall be suspended until such time as they comply with the application process.

* * *

ARTICLE 19 – ADMINISTRATIVE LEAVE

19.1 Approval Authority

* * *

- (f) A full-time or part-time employee may be granted paid leave for a maximum of 3 work days in the event of a death in the immediate family which includes the employee's parent, stepparent, spouse, brother or sister, child or stepchild, spouses' parent, grandparent, grandchild, spouses' grandparent, legal guardian, or any other relative living with the employee at the time of death. The three (3) work days granted under this section must be used within fifteen (15) days of the death. The Chief Administrative Officer may approve administrative leave for the death of other individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Bargaining unit members who require additional time off beyond these three (3) days may request additional reasonable time off charged to annual, compensatory, or personal leave; such leave shall not be unreasonably denied. Any leave used under this section shall not be considered in any sick leave restriction action or calculation in an attendance policy.

* * *

ARTICLE 21 – BENEFITS

* * *

21.10 Tuition Assistance

The [County will increase the] maximum annual allowance payable under the Employee Tuition Assistance Program shall be \$1730. [to \$1530 for FY 2008, to \$1630 for FY 2009, and \$1730 for FY 2010.] The employee must remain employed for at least 2 years after completion of any course funded in whole or part by the County, or pay back the County a pro-rated portion of the funds received.

- (a) The Employer may approve tuition assistance for unit member development related to the unit member's current job functions or career ladder in the same job series or profession
- (b) The Employer may approve tuition assistance for unit member who is working toward a degree in a field of study that will prepare him/her to make a career change to another position within the Montgomery County Government.
- [(b)][c] Employee must receive approval from the Department Director prior to submitting tuition assistance request to the Office of Human Resources for review.
- [(c)][d] Employer may approve tuition assistance towards education and training to obtain a professionally recognized certificate, or an accredited post secondary education degree.
- [(d)][e] Colleges and Universities attended with tuition assistance funds must be accredited by a recognized accrediting agency.
- [(e)][f] All other short term training programs must relate to the employee's current job or career ladder in the same job series or job profession.
- [(f)][g] The Employer may approve tuition assistance for tuition payments only. The Employer will not approve tuition assistance for examination fees and compulsory fees such as matriculation, registration, laboratory, and library fees.
- (h) The Employer will not approve credit by examination courses (Courses in which credit is obtained solely by taking an examination).
- [(g)][i] The Employer will not approve tuition assistance for books, supplies, or extra fees such as late registration or library book returns, [and] parking, travel, food, lodging, and other costs incidental to the credit courses.
- (i) The Employer will continue the practice of not approving a tuition assistance benefit when the employee is receiving tuition payment/reimbursement for the same educational activity under other programs such as scholarships, veteran's benefits, grants, etc...

- [(h)](k) All classes approved for tuition assistance must be held in the United States.
- [(i)](l) The Employer will not reimburse for courses which are primarily recreational, or utilize a specific faith-based method as a primary approach to problem solving or treatment.
- [(j)](m) Tuition assistance is available on a first-come first-served basis until all authorized funding has been obligated.
- [(k)](n) Employees receiving tuition assistance must attend the activities for which they are receiving tuition assistance during their off duty hours.
- [(l)](o) An employee who received tuition assistance must complete the training with a passing grade, or the employee must reimburse the County for the amount of the County's tuition assistance. Final grades or certificate of completion must be provided to OHR upon completion of the course.
- (p) The tuition assistance does not have to be repaid if the employee dies or retires on a County disability retirement. The Employer may waive repayment of tuition assistance in other extenuating circumstances.
- [(m)](q) An employee who is not approved for tuition assistance may file a grievance only if the denial by the Employer was arbitrary and capricious. Actions taken by the Employer to be in compliance with Section [(j)](m) above may not be grieved.
- (r) Tuition assistance shall be suspended for FY 2013. The tuition assistance program shall be reinstated beginning FY 2014. The amount and proportion of tuition assistance funding shall be a subject of the 2nd year reopener of this contract, effective July 1, 2013.
- [(n)] Effective July 1, 2010, tuition assistance will be suspended for the duration of this agreement.]

* * *

21.18 Employee Health Management

Beginning no later than July 15, 2012 the parties agree to work together (preferably in partnership with other bargaining units) to develop and implement comprehensive population health management initiatives designed to foster a culture of health within the workforce and integrate health management into benefit plan offerings. Focus will include, but not be limited to:

- (a) Health Risk Assessments;
- (b) Workplace wellness education initiatives and programs that look at a broad range of opportunities such as exercise/activity levels, weight management and nutrition, and smoking cessation;
- (c) Individualized health advising/wellness coaching programs;

- (d) Introduction of targeted disease management initiatives specific to the Montgomery County insured population;
- (e) Predictive modeling;
- (f) Incentives for participation.
- (g) The County shall comply with the Mental Health Parity Act.

* * *

ARTICLE 29 – LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

29.1 Purpose

In order to foster cooperative labor relations between the Employer and the Union and to attempt to resolve matters that affect bargaining unit employees, there is hereby established a County-wide and departmental Labor/Management Relations Committee(s).

29.2 Departmental LMRCs

- (a) [This] Departmental LMRCs Committee shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union, and three (3) additional persons per party as necessary, from time to time. The Committee shall meet up to six (6) times per contract year (bimonthly) but no fewer than twice per calendar year, unless otherwise mutually agreed, to discuss issues of concern to the Employer and the Union. The Committee shall not negotiate with regard to matters affecting working conditions or discuss grievances. The Employer and the Union shall exchange proposed agenda items two (2) weeks in advance of each meeting.
- (b) Departmental LMRC agenda items may include, but are not limited to:
 - (1) Departmental issues;
 - (2) Issues referred to the departmental LMRCs from the County-wide LMRC for resolution;
 - (3) Issues referred to departmental LMRCs as a result of bargaining;
 - (4) Provide action items/reports to the County-wide LMRC/Steering Committee.

[29.3 Committee agenda items may include, but are not limited to:

- (a) video display terminals;
- (b) infectious diseases;
- (c) Correctional Officer working conditions;

- (d) child care;
- (e) safety and security of employees;
- (f) nonessential inmate programs, workload, staffing, and mandatory overtime;
- (g) shift scheduling;
- (h) worker productivity and efficiency;
- (i) Health Dept. - staffing of night clinics;
- (j) Department of Liquor Control - monitor routing of deliveries and safety at stops; feasibility of amending current leave policies in those work weeks that include a County-celebrated holiday;
- (k) actions taken by Employer in connection with sick building syndrome;
- (l) review of maximum and minimum temperature requirements for closing of County facilities;
- (m) review issues concerning Police Service Aides staffing and career ladder;
- (n) similar other general working conditions;
- (o) DOT - Ride On:
 - (1) routing practices;
 - (2) Maintenance Committee;
 - (3) bus seats;
 - (4) pick procedures; and
 - (5) attendance policy;
- (p) Correction and Rehabilitation - Detention Center:
 - (1) supervisor training;
 - (2) Job Rotational Program;
 - (3) Wellness Program;
 - (4) resource allocation, rewards and recognition, performance appraisal processes, career development, quality of work life, standard operating procedures; 4/10 schedules; and paid lunch period;

- (q) Police - Police Service Aides:
 - (1) staffing during peak hours;
 - (2) on call pool of PSA's; and
 - (3) job enrichment; and
- (r) implementation of Federal Energy Act for transit subsidies and public/employee paid parking.]

29.3 LMRC Steering Committee

- (a) The Union and the County will establish an LMRC Steering Committee composed of three (3) members designated by each party. The Steering Committee is being formed to guide the County-wide LMRC process.
- (b) The LMRC Steering Committee shall:
 - (1) Act as co-chairs for the County-wide LMRCs;
 - (2) Establish a regular meeting schedule for County-wide LMRCs;
 - (3) Meet at least two (2) weeks prior to each regularly-scheduled County-wide LMRC meeting;
 - (4) Develop a list of issues and recommendations that are appropriate for County-wide LMRC consideration using the referral method developed;
 - (5) Evaluate and develop the County-wide LMRC meeting agenda for appropriate County-wide LMRC committee;
 - (6) Determine size and composition of County-wide LMRC committees to appropriately address agenda items;
 - (7) Oversee progress and effectiveness of subcommittees to assure subcommittees are functioning properly;
 - (8) Address labor-management issues that require action prior to County-wide LMRC meetings;
 - (9) Schedule LMRC/committee effectiveness training for all LMRCs;
 - (10) Discuss and establish a mutually administered electronic referral, tracking, scheduling communication system that:
 - (a) Creates a single consolidated list of issues referred to the County-wide LMRC for consideration to be put on an agenda and reviewed periodically;

- (b) Develops process for the referral and reporting of issues, action items, and funding requests from departmental LMRCs to the County-wide LMRC;
- (c) Has costs shared equally between the parties.

29.4 County-wide LMRC

- (a) The Employer and the Union will establish a County-wide LMRC. [This Committee] The County-wide LMRC shall be comprised of a minimum of five (5) representatives and a maximum of [5] ten (10) representatives of the Employer, including a representative from the Office of Human Resources serving on the Steering Committee to serve as the chair of the employer representatives, and a minimum of five (5) representatives and a maximum of [5] ten (10) representatives of the Union, including a representative from the Union serving on the Steering Committee to serve as the chair of the Union representatives. The Committee shall meet at least quarterly (additional meetings may be scheduled by mutual agreement of the Steering Committee), to discuss issues that have not been resolved at the department level LMRC, discuss issues where no departmental LMRC exists or [the] issues that have [has] County-wide implications. [Further, the County-wide LMRC shall discuss and vote upon whether to adopt recommendations.] If the parties do not reach agreement the issue in dispute shall be referred to a Federal Mediation and Conciliation Service mediator for the purpose of mediation. If the dispute is not resolved at mediation, either party may refer the matter back to the LMRC Steering Committee. Upon such referral, the Steering Committee will vote on the issue. Any [recommendation] issue that [which] receives a majority vote will be implemented.
- (b) A fund of \$100,000 each year of the agreement shall be established (to be expended on implementation of recommendations). Any monies not utilized will be rolled over to the next year.
- (c) The [Committee] County-wide LMRC shall not negotiate with regard to matters affecting working conditions or discuss grievances. [The Employer and the Union shall exchange proposed agenda items 2 weeks in advance of each meeting.]
- (d) The County-wide LMRC shall:
 - (1) Discuss issues that have not been resolved at the departmental level LMRC;
 - (2) Refer issues to departmental LMRCs for resolution;
 - (3) Discuss issues where no departmental LMRC exists;
 - (4) Discuss funding issues;
 - (5) Oversee all joint committees and have review/approval authority for all ground rules for joint committees;

- (6) Develop and periodically review County-wide LMRC operating guidelines, as needed;
- (7) Develop joint routine communications from the County-wide LMRC;
- (8) Discuss County/Union Labor/Administration issues.

[29.5 The Union and the County mutually agree that employee's safety and health is a primary concern and that every effort shall be made to promote safe equipment, safe work habits, and safe working conditions. Accordingly, the parties agree to establish a Safety and Health sub-committee. This sub-committee shall be comprised of a maximum of 3 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 3 representatives of the Union. One LMRC representative designated by the County and one LMRC representative designated by the Union shall serve simultaneously as members of the Health and Safety sub-committee. The sub-committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. Recommendations adopted by the sub-committee shall be forwarded to the LMRC.

29.6 The Union and the County mutually agree to establish a building maintenance sub-committee. This sub-committee shall be comprised of a maximum of 3 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 3 representatives of the Union. One LMRC representative designated by the County and one LMRC representative designated by the Union shall serve simultaneously as members of the Building Maintenance sub-committee. The sub-committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. Recommendations adopted by the sub-committee shall be forwarded to the LMRC.

29.7 The County shall provide training to all LMRC and Safety and Health sub-committee members each year.]

[29.8]29.5 Joint Training in Conflict Resolution

In order to further facilitate a productive relationship, the Employer and the Union shall develop joint training in conflict resolution and make such training available to supervisors and stewards.

[29.9]29.6 Leave Issues Subcommittee

The parties agree to create a subcommittee of the County-wide LMRC, consisting of three (3) members appointed by management and three (3) members appointed by the Union, to look at leave issues. This subcommittee shall report back to the main County-wide LMRC, no later than November 1, 2012 [2011], on the following topics:

* * *

- Explore the use of a lottery for granting leave during highly sought periods;

- Provide guidelines for an informal discussion between an employee and supervisor in instances where leave is denied to see if some accommodation can be made;

- An informal review process within a department to address conflicts over leave denials;

- Each departmental LMRC will review (where such policy exists) or create (where no such policy exists) a leave/time and attendance policy for their department. These policies will be forwarded to and reviewed by the leave issues subcommittee of the LMRC to establish a set of best practices in the County. The leave subcommittee shall make recommendations to the departmental LMRCs based upon these best practices;

-Employees will be required to provide medical certification when using sick leave in the following situations, employees who do not provide a note in these situations may be subject to discipline:

-The first day an employee is scheduled to return to work following a vacation of at least 5 working days;

-If an essential employee calls in sick during a liberal leave period, declared local emergency, or specific increased operational need;

-The employee calls in sick on a date which they had previously requested leave which was denied.

* * *

ARTICLE 30 – [NOTICES TO EMPLOYEES] RESERVED

[30.1 This Article shall apply to the following written notices to employees from the Employer:

- (a) disciplinary action;
- (b) termination;
- (c) RIF notices;
- (d) demotion;
- (e) promotion;
- (f) reduction-in-salary; and
- (g) employee overpayments.

30.2 The notices to employees identified above shall contain the following language at the bottom of the last page of the document and include employee address, work phone and home phone number, and e-mail address.

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by Municipal and County Government Employees Organization, UFCW LOCAL 1994, AFL-CIO (Union). If you wish a copy of this document sent to the Union, indicate by checking the appropriate space below:

_____ I do wish the Union to receive this document.

_____ I do not wish the Union to receive this document.

Employee's Signature

Date]

* * *

ARTICLE 33 – LIGHT DUTY

* * *

33.3 Requests and Assignment of Light Duty Work

* * *

- (d) Departments will identify and maintain an inventory of tasks that may be performed by individuals on light duty. The inventory will be forwarded to the Light Duty Review Committee, with the length of time specified to complete the tasks listed. The inventory may be utilized for employees assigned to their respective departments and/or employees from other departments. Priority access to this inventory will be given to employees whose light duty assignment is a result of a compensable on-the-job injury.

* * *

- (i) Light duty work assignments will not exceed 6 months. Once approved for light duty the affected employee must meet with the Employee Medical Examiner at least once a month. The Employee Medical Examiner may extend the light duty assignment on a month by month basis up to a maximum of 6 months. In the event a disagreement arises as to whether or not an employee is eligible for continued light duty, the affected employee may be sent for an independent medical examination. At the expiration of the 6 month light duty period the Employee Medical Examiner shall also recommend whether a reasonable accommodation or other administrative action should be pursued. Light duty assigned under this section shall be limited to one instance per injury. Requests for additional light duty assignments beyond that of the original assignment shall be denied.
- (ii) In the event of extreme circumstances where the recuperation period surrounding on-the-job injuries, as referenced in Article 17 of this agreement, extends beyond 6 months,

the light duty assignment may be extended at the sole discretion of the Employee Medical Examiner to match the above referenced recuperation period.

- [(j)](k) The Light Duty Review Committee will consist of 3 bargaining unit employees and 3 management representatives. Union representatives will consist of: one from SLT unit, one from OPT unit, and one at-large member. Management representatives will consist of: one from affirmative action personnel, one from Risk Management/Safety Unit, and one at-large management representative.

ARTICLE 34 – SAFETY AND HEALTH

34.1 Cooperation

[Employees and the Union shall cooperate in the enforcement of the County's safety and health rules and procedures.]

The County shall provide a safe and healthy work environment in accordance with Executive Order NO 35-95, dated 3/17/95. Employees will comply with the County's safety and health rules and procedures.

To assist the Employer's Safety and Health Specialists, the Union and the County shall identify and develop a cadre of worksite coordinators comprised of front line supervisors and shop stewards. Safety coordinators shall be adequately trained and authorized to assist Safety and Health Specialists in promoting a safe work environment consistent with this Article. Training may be accomplished using both the Employer's and the Union's training resources.

* * *

34.14 [Facilities Committee]

RESERVED

[The following topics will be discussed at the Safety and Health subcommittee of the Countywide LMRC: pest control policy, security offices, home visits/investigations, public access, mold/mildew abatement, furniture enhancements, and parking lot lighting. The following topics will be discussed at the building maintenance subcommittee of the Countywide LMRC: facilities, and furniture enhancements.]

* * *

34.19 The County shall furnish to the Union annually (a) a copy of OSHA Form 300, Log of Work-Related Injuries and Illnesses, with the names of the employees deleted, and (b) a copy of OSHA form 300A, Summary of Work-Related Injuries and Illnesses. These forms combine work related injuries sustained by bargaining and non-bargaining unit employees.

The parties agree to create a joint labor-management study committee consisting of three (3) representatives appointed by management and three (3) representatives appointed by the Union to study possible trends surrounding on-the-job accidents. This committee will report back to the parties no later than December 30, 2013. [June 30, 2012.]

* * *

ARTICLE 41 – RETIREMENT

* * *

41.11 Adjustable Pension Plan

The parties agree to establish a study group consisting of three (3) union representatives, three (3) employer representatives, and any consultants which either side may engage, for the purposes of studying Adjustable Pension Plan(s) for bargaining unit members. Each party shall be responsible for their consultant's fee.

Prior to the first meeting, which shall be scheduled no later than July 30, 2012, the Union will provide to the Employer a study which forecasts any liability that Montgomery County would incur by implementing an Adjustable Pension Plan, to be paid out of LMRC funds. The study group shall prepare a report with a recommendation(s) regarding Adjustable Pension Plan for the parties' consideration no later than September 2012.

Should the parties mutually agree to the recommendation(s) the parties may amend this Article and any other sections of this Agreement accordingly. Should the parties not mutually agree to the recommendation(s) then Adjustable Pension Plan(s) shall be a subject of negotiations during the FY14 wage reopener.

ARTICLE 42 – DURATION

This contract embodies the whole agreement of the parties and may not be amended during its term except by mutual written agreement. This Agreement shall become effective July 1, [2011] 2012, and terminate June 30, [2012] 2015. Renegotiation of this Agreement shall begin no later than November 1, [2011] 2014, and shall proceed pursuant to the County Collective Bargaining Law.

* * *

ARTICLE 45 – FAMILY AND MEDICAL LEAVE

* * *

45.2 Eligibility

* * *

- (c) to care for, or arrange care for, any of the following with a serious health condition: the employee's spouse, minor child, adult son or daughter incapable of self care, [or] parent. An employee may submit a written request to the Chief Administrative Officer requesting FMLA benefits to an employee to care for, or arrange care for, the serious health condition of other individuals related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Determinations by the CAO under this section shall not be grievable.

* * *

45.5 Use of FMLA Leave

- (a) Leave taken to care for the employee's newborn child or child newly placed for adoption or foster care:

* * *

- (2) may be used on a continuing basis or, with the approval of the supervisor/Employer, may be used on an intermittent or reduced work week basis;

* * *

- (5) is subject to a 30-day advance notice period when the need to use leave is foreseeable;

* * *

- (c) FMLA leave taken for medical purposes listed in section 45.2(c) and (d):

* * *

- (4) [a supervisor] the Employer may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable to perform the functions of the employee's position, or for the serious health condition of the employee's family member.

- (5) The Employer shall ensure that medical information remains confidential in compliance with HIPAA.

- (6) The Employer shall respond to FMLA requests within 5 business days.

- (d) A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. Medical certification may be required for any of the following reasons:

* * *

- (3) the [supervisor] Employer suspects the employee of leave misuse or abuse;

* * *

- (e) [A supervisor] The Employer may require medical recertification of a serious health condition of the employee or the employee's family member. Such recertification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

* * *

- (3) the [supervisor] Employer receives information that casts doubt upon the continuing validity of the original certification; or,

* * *

- (f) If medical certification or recertification is required, it must be submitted by the employee within 15 calendar days after it is requested by the [supervisor] Employer.
- (g) If the [supervisor] Employer has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member, the [supervisor] Employer may require the employee to obtain, at the County's expense, a medical opinion from a second health care provider designated by the Occupational Medical Section. If the 2 opinions differ, the [e] Employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

* * *

- (o) The employee's medical information, shall remain confidential and maintained in accordance with relevant laws, including but not limited to HIPAA and GINA. Any such specific medical information shall not be maintained in that employee's personnel file but shall be provided to the custodian of employee medical records, the Occupational Medical Service in OHR

* * *

ARTICLE 46 – RECORDS

* * *

46.7 Union Access to Personnel Records

- (a) The Union shall be considered the employees designee consistent with the Recognition Clauses contained in Article 1.2 of this Agreement and the Maryland Public Information Act, to the extent that it applies, with regards to the following personnel records:
- (1) Disciplinary Actions
 - (2) RIF Notices
 - (3) Demotion
 - (4) Promotion
 - (5) Reduction-in-salary

(6) Employee overpayments

- (b) The employee may at any time revoke this designation in writing to the Director of Office of Human Resources, with a copy to the Union President.
- (c) This designation shall last for the entirety of the employee's tenure as a Montgomery County employee, unless revoked in writing.
- (d) Copies of the above documents shall automatically be sent to the Union unless a revocation has been issued by the employee.
- (e) The personnel records listed in subsection (a) shall contain the employee address, work phone and home phone number, and e-mail address.

* * *

ARTICLE 49 – RE-OPENER

* * *

49.2 Reopener for Second Year

For second year of the contract in November 1, 2012, the contract will reopen for negotiations on the following topics: wages, benefits, unresolved issues from January 2012 LRC decision on negotiability, shift differential, Sheriff's salary schedule, EVT certification, health benefit premium split, tuition assistance proportional funding, number of accepted individual position classification studies and adjustable pension plans, if necessary. [September 2007 (effective July 1, 2008 – June 30, 2010):

- (1) Article 21, Benefits (including post employment benefits for future retirees);
- (2) Articles 41 and 44.

Further, the parties agree to work collaboratively to coordinate efforts to cost and analyze proposals prior to September. The parties shall submit their respective proposals, with cost estimates, on September 15, 2007.] In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than [December 1, 2007] February 1, 2013.

49.3 Reopener for Third Year

For the third year of the contract in November 2013, the contract will reopen for negotiations on wages, benefits, and the number of occupational class studies for FY15. In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than February 1, 2014.

* * *

Article 56 – Teleworking and Alternative Work Schedules

The parties agree to work together to identify and offer opportunities for teleworking and Alternative Work Schedules for bargaining unit employees. Teleworking and Alternative Work Schedule shall be referred to the County-Wide LMRC for the purpose of establishing a county-wide policy, no later than December 31, 2012, containing but no limited to the following:

- (a) Availability
- (b) Job selection criteria
- (c) Implementation procedures
- (d) Employee accountability while teleworking
- (e) Training of managers

* * *

APPENDIX II – OPT UNIT – DEPARTMENT OF HEALTH AND HUMAN SERVICES

* * *

- (g) School based merit health room nurses are urged to use their issued pager and a landline to conduct County business. In emergency situations where a landline is unavailable, they will be reimbursed for calls made from their personal cell phones.
- (h) The Department will remind staff via the School Health Services newsletter of the established procedures for requesting and obtaining supplies and furniture
- (i) Refer to the following LMRC:
 - 1. Convert workday from 7 to 8 hours
 - 2. Hiring additional substitutes and substitute SCHN/ SHRA coverage

* * *

APPENDIX III – [SLT Unit -] DEPARTMENT OF POLICE [, CROSSING GUARDS & FORENSIC SPECIALISTS]

- [(a) The County will provide insulated gloves and will replace them as needed.
- (b) The County will discontinue providing the light weight brown jackets and will provide on a replacement basis a light weight orange reversible jacket where one side is a highly visible color.
- (c) The County agrees to provide a ¾ length brown winter parka as the replacement to the current short, brown jacket.]

[(q)](a) Bargaining unit members not assigned to ECC who work a shift that includes the period 8:00 pm to 4:00 am shall receive the same hourly shift differential under Article 5.3(a) as employees who work on a shift that begins between the hours of 11:00 pm and 5:00 am.

[(p)](b) Crossing Guards

1. Uniform/Equipment List for Crossing Guards

<u>Item</u>	<u>Quantity</u>
<u>Shirt – SS</u>	<u>5</u>
<u>Shirt – LS</u>	<u>5</u>
<u>Pants</u>	<u>5</u>
<u>Coat LGT WGT Reversible</u>	<u>1</u>
<u>Coat HI-VIS Inner Winter</u>	<u>1</u>
<u>Coat HI-VIS Outer Winter</u>	<u>1</u>
<u>Raincoat HI-VIS Reversible</u>	<u>1</u>
<u>Hat - Baseball</u>	<u>1</u>
<u>Hat - Winter</u>	<u>1</u>
<u>Rainhood (Cape)</u>	<u>1</u>
<u>Gloves Winter</u>	<u>1</u>
<u>Gloves White</u>	<u>2</u>
<u>Neckties</u>	<u>2</u>
<u>Key Holder</u>	<u>1</u>
<u>Garrison Belt</u>	<u>1</u>
<u>Whistles</u>	<u>2</u>
<u>Traffic Safety Vest</u>	<u>1</u>
<u>Flashlight</u>	<u>1</u>
<u>Flashlight Cone</u>	<u>1</u>
<u>Name Plate</u>	<u>2</u>
<u>Badge (Issued at Station)</u>	<u>1</u>

[(e)]2. Crossing guards may request a [The] \$275 shoe/boot allowance [for] every three (3) years [(term of this Agreement)] which includes shoes, winterized boots and rain boots/galoshes.

[(2)]3. Basic first aid kits will be issued to crossing guards.

[(h)]4. Crossing Guards may individually visit the Supply Section for the issuance of uniforms (pants, shirts, jackets). The School Safety Coordinators will be responsible for obtaining all equipment from the Supply Section.

[(g)]5. The County shall [purchase] provide twenty-six (26) "talkabouts" for Crossing Guards' use during special details.

[(f)]6. Special Assignment shall be assigned by seniority.

[(j)]7. The Department shall maintain a list of scheduled events such as functions, celebrations, fairs, festivals and similar events for which overtime or extra hours are available. A list separate from the overtime call back list shall be posted to allow unit members to sign

up for this work. Selections will be made from the list on the basis of seniority. Unit members scheduled to work regular hours on the date and time of an event shall remain on the list and not be passed over except for the hours they are working. The list shall be exhausted before a volunteer is given a second opportunity to work an overtime event.

- [(1)]8. The County will compensate all Crossing Guards assigned to work the County fair the entire scheduled work period to include a ½ hour paid lunch consistent with the arbitration award.
- [(3)]9. The County agrees to provide all crossing guards with first aid training on paid time during regularly scheduled in-service training.
- 4. The parties agree to memorialize the current equipment list and quantity in the contract.
- 5. The following item will be referred to the Countywide LMRC

All Crossing Guards shall be issued: 1 rain jacket, 1 pair of rain pants, 1 rain hat, 1 pair of water proof boots/shoes and gloves, 1 pair of ski-bib insulated pants, 1 insulated winter hat with ear protectors and 5 pair of summer shorts.]
- [(d) The County agrees to safety vests as recommended by FOP/MCPD safety committee.]
- [(i) The parties agree to resolve their dispute regarding the paid lunch period of Crossing Guards who work during the County fair through the current grievance outcome.]

[(k)](C) Forensics

- 1. Use of Vehicles while On-Call Forensic Specialists who live in the County and those who live out of the County but near the County border (within 15 miles), will be allowed "to and from" use of a County vehicle while in an on-call status. In exchange for the use of a "to and from" vehicle while on-call, Forensic Specialists will be expected to respond to calls for service.
- 2. The County will issue traffic/safety vests that have been recommended by FOP/MCPD safety committee to all members to be worn when working crime scenes in roadways.
- 3. Employees will be provided with ballistic/body armor to be worn when working in dangerous and/or potentially dangerous environments. These will be for mandatory use at the direction of any supervisor. The ballistic/body armor will be funded via LMRC monies.
- 4. The County will provide voluntary self defense classes.
- 5. The following items will be referred to the departmental LMRC:
 - [Studies on safety and cleanliness of building (i.e. vermin inside and outside and ceiling capability during rainstorms).]
 - Implement a pilot 4 day/10 hour work schedule.

[(n)](D) Police Service Assistants [Aides]

- [3.] 1. If feasible on existing equipments and with existing software, the County agrees that each computer terminal used by the PSAs will run both CAD and NCIC.
- [6.] 2. The County agrees to provide a secure parking lot at the new 6th District police stations.
- [m.] 3. The County agrees to provide and ensure fire extinguishers and first aid kits are accessible to Police Service Aides.
4. The following item will be referred to the departmental LMRC:
- Replace current phone system with updated system in all district stations [and headquarters].
 - Improve security at all stations by having SWAT conduct an assessment and implement accordingly.
 - All front doors to District Station lobbies [lobby] shall be locked at night. Such doors shall be equipped with an entry buzzer controlled by the front lobby;
 - Issue new headsets for all unit members assigned to district stations.
- [1. The following items will be referred to the health and safety subcommittee of the LMRC:
2. The County will replace all of the chairs in the Warrants Section for bargaining unit members (total of six chairs).
5. The County agrees to put a cover over the switch that operates the security gate of the back parking lot at District Station 4.
7. The County agrees to install security camera in side lot at District Station 4.]

[(l) The County agrees to provide crossing guards with cellular telephones that are exclusively programmed to access "911."]

[(o)](E) Emergency Communications Center

- [1. The County agrees to engage in diligent, reasonable efforts to obtain further information concerning the feasibility of installing non-slip coating on the front entrance steps. If not feasible or the County is unable to complete by July 1, 2008, this item will be referred to the LMRC.]
- [2.] 1. The Department agrees to provide conflict and stress management training [(training similar to training recommended by Transit per reopener)].
- [3.] 2. If an ECC employee telephones from home to request leave for their shift, the on-duty supervisor will approve or disapprove leave within sixty (60) minutes of a request. No leave shall be arbitrarily denied.

[9.]3. ECC shall not require short notice mandatory overtime of an employee who is scheduled for pre-approved leave (vacation) the following calendar day unless exigent circumstances require that all members of the shift be held over. If the employee is excused from working overtime by virtue of leave approval the following work day, the employee will stay at the top of the mandatory list upon return to work. This provision shall not apply to prescheduled mandatory overtime.

[4.]4. The following item will be referred to the LMRC:

- continued review of, and possible updates to, ECC policy and security protocols.
- [Enhanced interior lighting.
- The perimeter of the PSSC shall be fenced.]
- Fence perimeter
- Improved parking lot lighting
- [Develop security protocols]

[5. The County agrees to ensure that heat boards at each work station are in working order.

6. The County agrees to fit each work station console with a non-shock rubber pad, and supply each console with new wrist rests.

7. The County agrees to repair light fixtures at workstation consoles "CAD06" and "CAD18," and additional consoles as necessary.

8. The County agrees to repair fans at workstation consoles "CAD18" and "CAD56" and additional consoles as necessary.

10. The County shall maintain a voluntary overtime list for ECC MCGEO bargaining unit members in accordance with Article 5(h).]

[(r) The following item will be referred to the LMRC:

- Uniform allotment for each specific civilian unit.
- Improved parking at all locations]

[(s)](F) Automated Traffic Enforcement Unit – Field Service Technicians

1. The following items will be referred to the [Countywide] departmental LMRC:

- Laser metro counters shall be provided.
- IT certification courses shall be provided.

[(t)](G) Public Safety Training Academy

1. The following item will be referred to the Countywide LMRC:

- Adequate noise barriers in all unit work stations shall be installed no later than December 1, 2010.
- LMRC will conduct studies on hazardous working conditions (air quality, hearing loss, etc...)

[(u)](H) Animal Services

1. Employees are to receive 3 hours of court time (for court hearings in District or Circuit court) when scheduled for court on a regular day off or during off-duty hours.
2. FTO Pay: All employees who perform training, shall receive training pay as described under 5.23 of the MCGEO contract (\$3/hour).
- [3. The following items will be referred to the LMRC:
 - Callback pay (define when call back pay starts and how long employees have to report in once called back)]

[(v)](L) [Homeland] Security Services

1. [Security Section: (1)] The County agrees that more training is necessary for Security Officers. In order to further the professionalism of security officers and to train officers in best security practices, the County will provide all officers with forty (40) hours of initial training, followed by an additional eight (8) hours of annual in-service training. Union will have input in course development.
2. Security Officers will be issued flashlights.
3. Security Officers will be issued and required to wear [lightweight undergarment] body armor. Appropriate disciplinary action may result for failure to wear body armor.
4. Security Officers will be issued OC Spray after they receive appropriate training/certification. If issued, the [The] product must be carried while on duty. [(5) Additional radios will be purchased to ensure that every officer is provided a radio while on duty.]
5. The County agrees to provide all officers a radio while on duty.
- [2. Pursuant to the reopener, agreement additional radios will be purchased to ensure that every officer is provided a radio "while on duty."]
- [3.]6. Spotlights will be provided on all vehicles.
- [5.]7. Department will establish a standard rotation every two (2) weeks subject to post requirements and to accommodate employee medical needs. [Department Captain] Division Director will review any written complaints by Union about favoritism in location assignment and will respond to the Union in writing.
- [6. County is moving forward with developing training curriculum with input from Union within time-frame of reopener agreement.]
- [7.]8. The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.

- [8.]9. The department shall make every reasonable effort to provide notice to a Security Officer of a change in shift location twenty-four (24) hours prior to the beginning of the bargaining unit member's scheduled shift, provided the need for the shift location change is known by the Department twenty (24) hours in advance, and shall communicate this notice of change to the officer's County e-mail address or phone number provided by the officer. If twenty (24) hour notice cannot be provided, the officer will be notified at or near the time the need for a change in shift location arises.
- [9.]10. Business cards will be issued.
11. Hand sanitizer and [Sanitary] wipes will be provided at each security post.
12. The County agrees that the current rain jacket issued to Security Officers will be replaced at time of regular replacement by a rain jacket with a hood or cape.
13. The County will provide standard first aid kits for mobile patrols.
14. The County will provide a cell phone for sign out and use by [a Field Supervisor] Sergeant or mobile patrol unit.
15. The County will stitch Sergeant Chevrons onto Security Sergeants' jackets.
16. At the time of replacement or new order, Security Officers will be issued outer vest carriers for their body armor. The outer vest carrier will have markings/patches for Security Services commiserate with marking/patches provided to other civilian units issued this equipment.
- [4.]17 The following items will be referred to the departmental LMRC [with respect to areas under the control of Homeland Security, Security post at EOB, COB, and PSSC and referred to the Countywide LMRC with respect to other facilities not controlled by Homeland Security]:
- replace all chairs at security posts with ergonomically designed chairs;
 - replace current desks at security posts with ergonomically designed workstations;
 - provide regular cleaning of work areas;
 - [install gates with locks on security area to restrict unauthorized personnel.]
- [10. The following item will be referred to the LMRC:]
- [Issue cell phones to mobile patrols.
 - SUVs with security emblem.
 - Replace all chairs at security posts with ergonomically designed chairs.]
 - Implement security plans for each building patrolled and conduct training on these plans (layouts, entrances, exits, etc...)
 - Expand CCTU surveillance and security patrols and implement two officer patrols during hours of 5:00 p.m. and 6:00 a.m.
 - [Implement a 4 day/10 hour work schedule.]
 - [Two person response to all alarm calls during night time hours.]

* * *

APPENDIX IV

OPT Unit - DEPARTMENT OF CORRECTIONS AND REHABILITATION

- (a) The parties shall establish a Labor Management Relations Committee (LMRC). LMRC agenda items will include:

* * *

[Additional Police Officers to work in CPU
Enhanced lighting in the Pre-Release Center's parking lot.
K-9 Team
Weekend mental health nurses coverage
Correction/Sheriffs committee
Equipment for Resident Supervisors
Body alarms for PRC
Recreation yard fence for PRC
Enforcement of policies consistently throughout DOCR]

* * *

- [(b)] While on duty, employees shall be issued a hand held radio with collar microphone once MCCF opens and new equipment is purchased. DCR does not wish to purchase radio microphones for old radios.]

- [(c)](b) MCCF-Clarksburg shall have an outside perimeter vehicles.

- [(d)](c) All posts at MCCF-Clarksburg shall be equipped with a personnel monitor emergency device that will alert when staff are in need.

- [(e)](d) DCR shall equip and train the ERT Unit.

- [(f)](e) DCR employees shall be trained on equipment appropriate to their assignment as soon as practical.

- [(g)](f) DCR employees shall have access to a departmental telephone in order to make and receive emergency calls. A mutually agreed upon definition of emergency will be established.

- [(h)] A joint labor management committee shall be established to discuss possible alternatives to the current uniform. This committee shall make recommendations to the parties and shall consider material, number of shirts, pants, patch, and name tag.]

- [(i)](g) The Department shall not assign mandatory overtime to an officer working the #3 shift (2:30 p.m.-11:00 p.m.) who is scheduled for approved leave the following work day.

[(j)](h) Voluntary and Involuntary Overtime

* * *

- [(k)](i) 1. Any Nurse who is identified as the medical charge nurse shall be paid a \$1.75 per hour differential for each hour worked.

* * *

[(l)](i) DCR INVESTIGATION PROCEDURES

* * *

- [(m)] Pre-Release Center - (1) The County will purchase additional metal detection wands. (2) The County will install 10 color cameras to monitor the recreation yard, main hallway, patio of each unit, and the upper level of the building. (3) Two separate sections of fence will be installed to deter the public from walking onto the property. (4) A front door entry "buzzer" system will be installed for use after 9:00 p.m.]

[(n)](k) Emergency Response Team (ERT)

* * *

[(o)](l) DOCR CHN Items

* * *

- [4. The following items are referred to the LMRC:
- New copier in medical office in MCCF.
 - Provide computerized medical records program]

[(p)](m) MCCF

1. The following items are referred to the LMRC:

* * *

- [Discussion of un-blouse cargo-style pants as replacements;]

* * *

[(q)](n) MCDC

1. The following items are referred to the LMRC:

* * *

- [Provide employee workout facility identical to one at MCCF;]
- Upgrade CPU copier;

- [Discussion of un-blouse cargo-style pants as replacements;]
- Provide non-toxic "Green" cleaning and floor stripping supplies;
- [Install secure fence for staff parking lot;]
- [Additional computers shall be added to officer workstations and all computers shall have the ability to write and review electronic reports;]
- Regular equipment maintenance.

* * *

[(r)](o) PRC

1. The following items are referred to the LMRC:
 - Provide additional employee parking.
 - [Issue body alarms to all unit members]
 - Create additional employee parking
 - [Change locations of parking lot cameras]
 - If appropriate, mandate a 6 week state academy training]
- [2. The County agrees to enhance parking lot lighting.
3. The County will offer a FTO program and shall provide training pay as described under 5.23 of the MCGEO contract.
4. All central staff shall be issued handcuffs. It is mandatory that central staff carry the handcuffs at all times while working.]

[(s)](p) Pre-Trial

1. The following items are referred to the LMRC:
 - [Provide printers for all unit members;
 - Provide ergonomically designed workstations and chairs for all unit members;
 - Provide body alarms to all unit members;]
 - Institute a weapons screening policy to include use of (metal detectors/wands);
 - Develop a security protocol which specifically restricts client movement in a facility;
 - [Install locks leading in all work areas.]
 - Bullet proof glass for both reception areas

* * *

[(t) The department agrees cuffs/waist chains/black box will be available at PRC.]

[(u)](q) The following items are referred to the LMRC:

- [Paid time for officers to work out;]
- New and better hats;
- Replace current computers with updated models and provide additional computers for unit member usage;

- [Provide dollies in both MCDC and MCCF to move tables/chairs;
- Issue lightweight stab vests to all officers;]

[(v)](r) The County agrees to update surveillance equipment at MCDC during the reuse project.

[(w)] Participation in the public safety childcare committee (DOCR and Sheriffs) as negotiated between the County and the FOP, and including the joint retention of a consultant, the cost of whom will be shared by the parties.]

[(x)](s) Any unit member designated a certified trainer (completion of Train the Trainer Program) who does training off site shall still be paid for a half hour lunch period.

[(y)] Form joint labor-management committee with two (2) members selected by the Union and two (2) members, including the warden, selected by the County to address leave issue.]

[(z)](t) Unit members being placed on administrative leave pending investigation shall be notified of the change in status prior to reporting for work. If it is determined during the employee's shift that they are being placed on administrative leave pending investigation, every effort will be made to protect the employee's confidentiality and all due discretion will be used when escorting the employee out of the facility.

[(aa)](u) DOCR will make reasonable and diligent efforts to avoid scheduling training on a bargaining unit member's regularly scheduled days off.

[(bb)] The establishment of a joint labor-management committee composed of two employer representatives and two union representatives to develop a two hour module of training. The topic of this training shall be stress management.]

[(cc)](v) All language in this agreement that pertains specifically to community health nurses shall also apply to LPNs.

[(dd)](w) All broken medical equipment shall be serviced or replaced as needed (the below listed items are now being examined to determine if repairs are necessary):

* * *

[(ee)](x) The clocks of record at MCCF and MCDC will be the clock at key check and the clock in the roll call room, respectively.

[(ff)] The County will provide mandatory self defense training to all DOCR staff. If an employee does not attend this mandatory training, he/she may be subject to discipline.]

[(gg)](y) The following items will be referred to LMRC for MCDC/MCCF:

- Cut trees along fence at MCDC fence line
- [Special study group to review a consistent promotional process
- Allowing a grace period for late slips
- CPU-15 Special Police Officer Committee]

* * *

APPENDIX VI – DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

* * *

(a) Transit Services – Ride-On

* * *

32. The use of recapped tires will be permitted on the rear of transit busses. This practice will be reviewed after one year.

* * *

APPENDIX XIII – DEPARTMENT OF PUBLIC LIBRARIES

a) The following items will be referred to the LMRC:

- [Implement routine regular safety evacuation drills.]
- Restrict access to “staff only” areas in all branches.
- [Provide handheld device for catalog information away from desk.]
- Handheld Devices: Piloted at selected branches, awaiting results
- [Conduct a system wide lighting assessment and make necessary improvements.]
- Provide regularly cleaning of floors.
- [Enlarge aisles where needed many are too narrow and cramped to ensure ADA compliance.
- Conduct a system wide air quality assessment and make enhancement to improve heating, cooling and ventilation.]
- The department will address heating and cooling issues identified by the union.
- [Provide security officers at all branches from after school until branch closes to public.]
- Increase security and safety: Issues will be reviewed and resolved when identified
- [Conduct a lighting assessment of all branch parking lots [and] make necessary improvement.]
- Lighting issues: both interior and exterior. The union will identify concerns. This is an ongoing, seasonal issue
- [Install wall between the work area and the bay at] Wall at Metropolitan Grove – continue to work to identify issues.
- [Provide better treatment of icy spots in parking lots in the winter.
- Replace cipher lockers with card swipe locks in all branches.
- Consult with MCGEO during the process of involuntary transfers.]
- If multiple Department wide reassignments are needed to balance staffing complements, the Department will continue to inform the union in order to give them opportunity for feedback prior to notifying staff of reassignments.
- [Management shall encourage and not obstruct employees’ training needs to acquire CEUs for certification and/or career development.]
- Training: management works with staff to identify CEU and training opportunities relevant for staff and enables staff to attend training.
- [Staffing levels should reflect increases in workloads.]

- Work-life issues: [should be addressed] should continue to be reviewed. All work-life requests are reviewed and every attempt is made to satisfy these requests as long as they are fair to other staff and within the resources, policies, and procedures of the Department.
- PA systems and panic buttons: These are included in renovation and new construction plans. MCPL will conduct survey to ascertain present needs at other branches.

* * *

APPENDIX XIV – DEPARTMENT OF FIRE AND RESCUE

- [(a) The following item is referred to the LMRC:
- Provide color copier.]

Mechanics assigned to the Central Maintenance Garage shall be [granted a lump sum tool allowance of \$1500 in FY '11] reimbursed for the tools purchased between April 26, 2009 and April 26, 2010, in order for them [to purchase tools] to be in compliance with the County requirement of maintenance of a basic tool set, not to exceed \$1500. Employees must provide receipts for these purchases. Employees shall not submit receipts for which they have already been reimbursed. If receipts are not available, the issue shall be referred to the County-wide LMRC for resolution.

* * *

APPENDIX XVII – REWARDING EXCELLENCE BONUS INCENTIVE AWARD PROGRAM

* * *

- (e) Amount of Bonus Incentive Award

The payout and distribution of Rewarding Excellence Bonus Incentive Awards will occur in the next full payroll period one (1) year after implementation of the project or the next full payroll period after cost savings are realized and confirmed by the Review Panel, whichever is sooner. The parties shall share equally in the total gain. Each employee on the team will [receive] share fifty percent of the total gain up to five thousand dollars (\$5,000) per employee team member. Each team member shall receive the same amount. Any remaining amount of that fifty percent of the total gain shall be directed for use as start up funding for other approved Gain Sharing proposals in the same department, from the same appropriation fund. [for a professional development fund (eg training).] The other fifty percent should be returned to the source of appropriation (i.e., general fund, enterprise fund, internal service fund, etc.) and within the generating department.

* * *

[(g)](h) Effective date

The Rewarding Excellence Bonus Incentive Program shall go into effect between July 1, 2007 and June 30, 2008 and shall remain in effect for the duration of this agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of _____.

Municipal and County Government
Employees Organization, UFCW
Local 1994, AFL-CIO

Montgomery County Government
Montgomery County, Maryland

By:

Gino Renne
President

By:

Isiah Leggett
County Executive

Approved for Form and Legality
County Attorney

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	5.1	Fiscal Year Salary Schedules/ Longevity	Effective July 1, 2012 - any member who reach longevity in FY 11 or FY 12 will receive their longevity increment Beginning FY13 longevity will be paid as to employees who complete 20 years of service			No	No	
2	5.2	Wages	The postponed FY 10 GWA will not be effective in FY 13			No	No	
3	5.2(d)	Wages	A \$2,000 lump sum payment will be paid to actively employed bargaining unit members on July 1, 2012 The amount will be prorated for part time employees Employees covered by Article 53 will not receive this payment Employees on unpaid leave will receive their payment following their return Payment will be considered as regular earnings for income withholding and tax purposes Payment will not be considered as regular earnings for retirement/life insurance purposes or benefits			No	No	
4	5.4	Multilingual Pay	If a bargaining unit member leaves the multilingual program; the Employer may elect have a new employee fill the vacant seat			No	No	
5	5.32	Wages & Benefits	Removal of "me-too" clause			No	No	
6	6.1	Service Increments	Removal of accomplished language			No	No	
7	6.8	Service Increments	FY 13 service increments are suspended Reopener on Service Increments as identified in Article 49			No	No	
8	9.9(f)	Dependent Care Issues	Removal of language regarding emergency pagers			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
9	9.10	Classification Issues	Classification process will ensure that employees are in appropriate class based on KSAs Removal of accomplished language for FY 11			No	No	
10	9.10(f)	Classification Issues	Individual position classification and occupational studies will not be accepted for FY 13 but will be accepted for FY 14 Total number of individual position studies for FY 14 is subject to reopener in 2nd year of contract			No	No	
11	9.10(h)	Occupational Class Studies	The Union and the Employer will work collaboratively Process: share information and establish timeframes; orientation sessions for affected employees; focus groups/interview sessions with subset of affected employees; provide status updates; employees will be provided time to participate during working hours			No	No	
12	9.10(j)	Classification Issues	MCGEO may request a review with an independent classification expert within 6 months of a class study recommendation			No	No	
13	9.10(o)	Classification Issues	In FY 13 the County will conduct classification studies on: 1) Automated Traffic Enforcement Field Tech 2) Fire & Rescue Mechanic Occupational series 3) Public Service Craftworkers			No	No	
14	9.10(p)	Classification Issues	In FY 14 the County will conduct classification reviews on 5 job classes to be jointly determined by 2nd year reopener			No	No	
15	9.10(q)	Classification Issues	FY 15 job classification studies will be subject to 3rd year reopener			No	No	
16	16.8	Military Leave for Active Duty	USERRA rights and privileges will be granted for qualifying military leave for active duty			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
7	10.1	Grievance Preamble	Parties interest is to resolve disputes at lowest level possible and commit to a process that is expeditious, fair and with integrity		No	No	
8	10.3	Discipline Grievances	Any employee who files a grievance regarding termination waives their rights to have MSPB review		No	No	
9	10.6	Grievance Procedure	<p>Pilot program for FY 13 and subject to review after first year</p> <p>The Department and the Union will make reasonable efforts to resolve grievance; the Department will respond to the grievance prior to the meeting with the mediator and CAO designee</p> <p>Within 30 days of the grievance being filed the CAO designee shall meet with the Union, the Department and a mediator to attempt grievance resolution</p> <p>Neither party is obligated to accept the mediators recommendation</p> <p>If there is no resolution the CAO designee will issue a response within 45 calendar days; transmittal to include mediator's recommendation</p>		No	No	
0	10.7	Waiver/Appeal	<p>Failure of the Union to file/appeal a grievance within the time limits, unless waived, will result in a the Union withdrawing the grievance</p> <p>Failure of the Employer to issue a CAO decision with the time limits, unless waived, will automatically advance the grievance to arbitration and the Employer will assume all arbitration costs</p> <p>Arbitration costs will not include cancellation fees should the Union cancel or reschedule</p> <p>The Employer may grant the relief in lieu of arbitration</p>		No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
21	10.8	Mutual Waiver	Requests to extend the time limit shall be made prior to its expiration and not unreasonably denied			No	No	
22	10.10	Grievance Preparation Time	Employees will receive a max of 3 hours to be released from work to prepare for a grievance			No	No	
23	10.11	Non-interference	Members must not be restrained, face interference, coerced, discriminated, harassed or retaliated for filing a grievance The union may file a grievance if any of the above happen			No	No	
24	10.12	ADR Process	During ADR parties will each have 25 minutes to present their case to the committee Each side will have 5 minutes to respond			No	No	
25	10.14	Grievance Scheduling & Tracking	Parties will set two days per month for CAO grievance meetings CAO meeting is not confirmed until all parties confirm If grievant fails to appear for CAO meeting, he/she will be rescheduled one time; failure to appear at second meeting will result in moving forward without grievant			No	No	
26	14.6	Scheduling of Use of Annual Leave	Supervisors shall approve/deny annual leave requests within 5 business days of receipt			No	No	
27	14.15	Additional Leave Use for Bereavement Purposes	Refer to 19.f if an employee requests annual, comp, or personal leave in addition with bereavement leave			No	No	
28	15.6	Use of Sick Leave	Medical certification to be provided by employee's licensed health care provider			No	No	



Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

i.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
29	15.12	Sick Leave Bank	Effective Oct 1, 2012 the parties will implement a new sick leave bank The sick leave donor bank will remain in effect until the new bank is implemented			No	No	
30	19.1(f)	Approval Authority - Bereavement Leave	Leave will not be considered in any sick leave restriction action or attendance policy			No	No	
31	17.1	Disability Leave Eligibility	Employees will receive benefits provided that they participate in Risk Management cost savings programs.			No	No	
32	17.1(a)	Disability Retirement Application	OMS shall treat all applications that are filed prior to the 18 month cap as a priority If the employee does not comply with the process, his/her leave will be suspended until they comply			No	No	
33	17.4(b)	Out of network Physician	OMS shall treat all applications for employees using an out of network physician as a priority If the employee does not comply with the process, his/her leave will be suspended until they comply			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

o.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
34	21.10	Tuition Assistance	<p>Max allowance for tuition assistance is \$1,730</p> <p>The Employer may approve tuition assistance for employees who are working towards a degree that will prepare them for another County position</p> <p>Credit by examination courses will not be approved</p> <p>Tuition assistance will not be used for library book return, travel, food, lodging, and other incidentals</p> <p>Tuition assistance will not be approved for those receiving payment/reimbursement for same educational activity</p> <p>Final grades/certificates must be provided to OHR</p> <p>Tuition assistance does not need to be paid if the employee dies or retires on disability; may be waived for other extenuating circumstances</p> <p>Tuition assistance will be suspended for FY 13 and reinstated for FY 14; the amount for FY 14 is subject to a reopener</p>			No	No	
35	21.18	Employee Health Management	<p>Begins no later than July 15, 2012</p> <p>Work in collaboration with other unions</p> <p>Develop/implement health management initiatives to foster a healthy workforce and integrate health management into benefit options</p> <p>Focus: Health risk assessments; wellness education; individual advising/coaching; target MoCo specifically; predictive modeling; participation incentives</p> <p>Committee will discuss compliance with the Mental Health Parity Act</p>			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
36	29.1	Purpose of LMRC	Establish a County-wide LMRC			No	No	
37	29.2	Departmental LMRC	<p>Department LMRCs will be 3 Employer reps and 3 union reps; additional 3 per side as necessary</p> <p>Meet bimonthly; but no less than twice per calendar year</p> <p>Agenda to be shared 2 weeks in advance</p> <p>Items for agenda may include: departmental issues; issues referred to specific LMRC; items as result of bargaining; action items for County-wide LMRC</p>			No	No	
38	29.3	LMRC Steering Committee	<p>Committee will be comprised of 3 reps designated by each party to guide the County-wide LMRC</p> <p>Will act as co-chairs to County-wide LMRC</p> <p>Have a regular meeting schedule</p> <p>Meet 2 weeks prior to County-wide LMRC</p> <p>Develop issues/recommendations for County-wide LMRC</p> <p>Evaluate County-wide agenda</p> <p>Determine size/composition of County-wide LMRC</p> <p>Address issues that require action prior to LMRC</p> <p>Schedule LMRC training</p> <p>Establish electronic communication system: will consolidate lists of issues; process for referral/tracking; equally shared costs</p>			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

lo.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
39	29.4	County-wide LMRC	<p>Consists of 5-10 representatives from each side</p> <p>Steering committee representative from each side will co-chair</p> <p>Meet at least quarterly; unless additional meetings are requested by Steering Committee</p> <p>Discuss issues not resolved at departmental LMRC when no LMRC exists; or issues with county-wide implications</p> <p>Disputes will result in mediation with FMCS</p> <p>If mediation does not resolve the issue, the item will be referred to the Steering Committee for a vote</p> <p>Funding remains the same - \$100,000 annually</p> <p>Shall also: refer issues to departmental LMRCs; discuss funding; oversee joint committees and review/approve ground rules; develop/review operating guidelines; develop joint communications; discuss County/Union issues</p>			No	No	
40	29.5	Joint Training in Conflict Resolution	Employer and Union develop training			No	No	
41	29.6	Leave Issues Subcommittee	<p>Committee to report to County-wide LMRC by 11/1/2012</p> <p>Additional topics include: leave lottery for high use periods; guidelines for discussion regarding leave denials; review process for denial conflicts; policies will be reviewed/created in departmental LMRCs and will be reviewed by this committee; review when employees must submit medical certification for sick leave</p>			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
2 30	Notices to Employees	Delete existing language ReServe for future use			No	No	
3 33.3(d)	Light Duty Task Inventory	Priority access will be given to employees on light duty as a result of a compensable on-the-job injury			No	No	
4 33.3(i)	Light Duty Length	Employees on light duty must meet with Employee Medical Examiner (EME) once a month The EME may extend light duty month to month up to 6 months An employee may request an independent medical examination in the event of a disagreement with EME determination on continuance of light duty Light duty under this section is limited to one instance per injury - requests beyond 6 months will be denied			No	No	
5 33.3(j)	Extending Light duty	In extreme circumstances for on-the-job injuries; the EME may extend the 6 months to fit the recuperation period			No	No	
6 34.1	Health/Safety Cooperation	The County shall provide a safe and healthy work environment; employees will comply with rules/procedures Parties will identify/develop a cadre of worksite safety coordinators made up of front line supervisors and shop stewards Coordinators will be trained and authorized to assist Safety & Health Specialists in promoting a safe work environment			No	No	
7 34.14	Facilities Committee	Deleted			No	No	
8 34.19	On-the-job Accidents	Committee to report back no later than 12/30/2013			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
49	41.11	Adjustable Pension Plan	<p>Study group consisting of 3 representatives from each party in addition to any consultants to study the Adjustable Pension Plans</p> <p>Union will provide the Employer with a study which forecasts any MoCo liability if they implement adjustable pension plan paid out by LMRC funds</p> <p>Shall meet no later than 7/30/2012</p> <p>Report with a recommendation no later than Sept 2012</p> <p>Any agreement will amend this Article/the Agreement accordingly</p> <p>Should the parties not mutually agree, Adjustable Pension Plan will be subject to negotiations in the FY 14 wage reopener</p>			No	No	
50	42	Duration	<p>Effective date: July 1, 2012 through June 30, 2015</p> <p>Renegotiation shall begin by Nov 1, 2014</p>			No	No	
51	45.2(c)	FMLA Eligibility	<p>Employees may submit request to CAO to use FMLA for individuals related by blood or affinity whose relationship is equivalent to a family relationship</p> <p>Determinations are non-grievable</p>			No	No	
52	45.5(a)	FMLA for newborn or adopted child	<p>Optional employer approval</p> <p>30 days notice when foreseeable</p>			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

o.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
53	45.5	FMLA for serious health condition	<p>Replace "supervisor" with "Employer"</p> <p>Employee medical information shall be kept confidential and will only be kept in the employee's medical record in OMS</p> <p>FMLA requests shall receive a response in 5 business days</p>			No	No	
54	46.7	Union Access to Personnel Records	<p>The Union will be recognized as the employees designee and will have access to: disciplinary actions, RIF notices, demotions, promotions, salary reductions, and employee overpayments</p> <p>Employee may revoke designation in writing to OHR, copy to Union</p> <p>Designation will last entire tenure with County</p> <p>Copies will automatically be sent to Union</p> <p>Records shall contain employee address, work/home phone, and email address</p>			No	No	
55	49.2	2nd Year Reopener	<p>Reopener to begin by Nov 1, 2012</p> <p>Negotiate the following: wages; benefits; unresolved issues from Jan 2012 LRA decision; shift differential; Sheriff's salary schedule; EVT certification; health benefit premium split; tuition assistance; classification studies; adjustable pension plans</p> <p>Impasse date: Feb 1, 2013</p>			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
56	49.3	3rd Year Reopener	Reopener to begin by Nov 1, 2013 Negotiate the following: wages, benefits; classification studies for FY15 Impasse date: Feb 1, 2014			No	No	
57	56	Teleworking & Alternative Work Schedules	Parties commit to collaboratively identify and offer telework and alternative work schedule opportunities to bargaining unit employees Refer to county-wide LMRC by 12/31/2012 Includes: availability; job selection criteria; implementation procedures; employee accountability; training			No	No	
58	App II	HHS	SHRN reimbursement for emergency use calls on personal cell phones			No	No	
59	App II	HHS	The procedure to request supplies and furniture will be shared with staff via the School Health Services Newsletter Refer to LMRC: convert workday to 8 hours; additional hiring of subs and substitute SCHN/SHRA coverage			No	No	
60	App III	Police	Update and refer all LMRC items to departmental LMRC			No	No	
61	App III	Police/ Crossing Guards	Addition of uniform/equipment list			No	No	
62	App III	Police Service Assistants	Change "aides" to "assistant"			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
63	App III	Security Services	Provide all officers a radio while on duty Division Director to reviewed standard post rotation Provide hand sanitizer Cell phone sign out for Sergeant or mobile patrol unit Outer vest carriers will be provided to Security Officers with markings/patches			No	No	
64	App IV	DOCR	PreTrial - refer to LMRC: bullet proof glass in reception area			No	No	
65	App VI	DOT	1 year pilot on recapped tires			No	No	
66	App XIII	Public Libraries	Refer to LMRC: Continuance of pilot program of handheld devices; address heating/cooling issues; Security/safety issues; review interior/exterior lighting; reassignments to balance staffing complements; training/CEU opportunities; work-life requests; PA systems and panic buttons			No	No	
67	App XIV	Fire & Rescue	Tool reimbursement up to \$1,500 for mechanics for tools purchased between 4/26/09 and 4/26/10, with receipt Issues without receipts shall be referred to county-wide LMRC			No	No	
68	App XVII	Rewarding Excellence Bonus Incentive Award Program	Any remaining cash gain will be used as a start up fund for other proposals within same department or returned to the source of appropriation within that department Start up funds come from remainder of employee 50%			No	No	
69	Side letter	Risk Management Smartphones	Memorializes practice to provide smartphones in the Risk Mang Safety Section			No	No	

Summary of Proposed Labor Agreement with MCGEO Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
70	Side letter	Sick Leave Bank	Task force to be established effective April 1, 2012 to develop new sick leave bank and will report by July 1, 2012			No	No	

GOVT



067620

OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Isiah Leggett
County Executive

MEMORANDUM


April 1, 2012

RECEIVED
MONTGOMERY COUNTY
COUNCIL

2012 APR -1 PM 1:30

BD
CC
SBF
LL
STF
OLD

TO: Roger Berliner, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and FOP

I have attached for the Council's review the agreement resulting from the recent collective bargaining negotiations between the Montgomery County Government and the Fraternal Order of Police Montgomery County Lodge 35, Inc (FOP). The agreement is the product a settlement reached by the parties during mediation. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement effective July 1, 2012 through June 30, 2014. I have also attached a synopsis of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document.

cc: Joseph Adler, Director, Office of Human Resources
Jennifer Hughes, Director, Office of Management and Budget
Thomas Manger, Chief, Department of Police
Marc Hansen, County Attorney, Office of the County Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
FRATERNAL ORDER OF POLICE MONTGOMERY COUNTY LODGE, 35 INC.

The Montgomery County Government (Employer) and the Fraternal Order of Police Montgomery County Maryland Lodge 35, Inc. (Union), agree that their collective bargaining agreement effective July 1, 2010, through June 30, 2012, is extended in full force and effect for the two-year term July 1, 2012, through June 30, 2014, subject to the amendments shown on the following pages

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

* * *

Article 2 Administrative Leave

* * *

Section K. Organ Donor Leave. An employee who is an organ donor shall be provided administrative leave for:

1. Seven (7) days in any twelve (12) month period to serve as bone marrow donor, and
2. Up to thirty (30) days in any twelve (12) month period to serve as an organ donor.

The Department Director shall grant administrative leave to an employee to serve as an organ donor.

Organ donor leave is in addition to any annual leave, sick leave, personal days or paid time off that the employee is otherwise entitled to.

The employee must provide medical documentation of the bone marrow or organ donation before leave is approved.

* * *

Article 6 Clothing Allowance

* * *

Section C. Shoe Allowance for Non-Uniformed Employees. Unit members receiving a clothing allowance shall receive \$95.00 per year for shoes, to be paid as provided in §B of this Article. Bargaining unit members who are assigned physical fitness training duties at the Training Academy shall be eligible for an allowance of \$95.00 per year for the purchase of running shoes. This section shall not apply to members of a recruit class.

Section D. Shoe Allowance for Certain Uniformed Officers. Unit members requiring irregular shoes sizes that are considered "hard to fit", i.e. size not available through police supply, shall receive an annual shoe allowance of \$115.00.

Bicycle officers, who are assigned bike duties full time shall receive an annual shoe allowance of \$115 in order to purchase bike shoes.

Bicycle officers who are assigned to bike duties part-time shall receive a shoe allowance every two years of \$115 in order to purchase bike shoes. If bike shoes purchased between allowances become unserviceable, the bicycle officer will turn them in at supply for the employer to replace them or provide a new shoe allowance.

The bicycle shoes must be all or predominantly black in color.

* * *

Article 15 Hours and Working Conditions

* * *

Section C. Publishing of Work Schedules

1. Work schedules for employees will be published three (3) workweeks in advance for a one (1) workweek schedule. However SID, SWAT and SAT schedules shall be published 48 hours in advance for a one workday schedule, PCAT schedules shall be published 72 hours in advance for a one workday schedule, but may be changed upon the mutual agreement of the officer and a supervisor. Further, schedules for Community Service Section and Crime Prevention officers shall be published one week in advance for a one week schedule, but may be changed upon mutual agreement of the officer and a supervisor except for:

* * *

Article 26 Non-Discrimination

Section A. All terms and conditions of employment contained in this Agreement shall be applied to all employees without regard to union or political affiliation, race, color, religious creed, ancestry, national origin, sex, marital status, age, disability, family responsibilities, sexual orientation, [or] genetic status, or any other basis as covered by Federal, State, and local discrimination laws, and strictly in accord with their individual merits as human beings.

* * *

[*Section C.* If an alleged violation of this Article is pursued by a grievant in any statutory forum, such as a court or administrative agency, the violation shall not be the subject of a grievance under this Agreement.]

Section [D]C. Americans with Disabilities Act. The parties recognize that the Americans with Disabilities Act (ADA) applies to members of the bargaining unit. However, any rights given under the Act may not be grieved and arbitrated under this Agreement unless such rights are otherwise provided within the terms and conditions of this Agreement. Nothing in this Agreement precludes an employee from exercising any rights under the ADA to file a cause of action in an appropriate forum.

* * *

Article 27 Secondary Employment

* * *

Section B. Secondary Employment

1. All employees who desire secondary employment must comply with the procedures and provisions established in this Article. Except in accordance with this agreement, employees will not engage in any employment outside the department without the required approvals. (See Side Letter: March 15, 1996)

* * *

Section C. Request Procedure

1. Approval from the chief of police or designee via an agreed upon Secondary Employment Request [(MCP #307, revised 7/1/96)] must be obtained by an employee prior to engaging in any outside employment, except as stated in §C.3. (See Side Letter: May 7, 2001.)
- * * *
3. For security related secondary employment, an agreed upon Employer Agreement for Security Related Work [(MCP #305, revised 7/1/96)] must be completed by the employee, signed by the secondary employer prior to working the secondary employment, and sent to the chief, Management Services Bureau.
 4. Approval of both security related, and non-security related, secondary employment of a short, spontaneous, temporary duration that requires immediate acceptance by an employee, may initially be granted by the employee's district/unit commander within not more than one business day. The agreed upon Employer Agreement for Security Related Work [MCP #305] must be completed prior to the employee working any security related secondary employment. However, in every instance, the approval process [(MCP #307)] must be initiated as indicated in §C.1. In the event that approval of the written request is subsequently denied, the employee will be required to immediately terminate the outside employment in question.
 5. An approval request authorizes only such work and conditions as are specifically designated on the request form. Approval or denial will be determined in accordance with this Agreement. In those instances where approval is granted, the employee may begin work. Approval will be granted as follows:
 - a. Indefinite Approval: Remains in effect until the work is completed or the employee or employer changes the status or nature of the work, in accordance with this Agreement. For each indefinite approval, the employer may request that employees confirm their employment. This request will be made no more frequently than every thirty-six months. If the employee has not responded to the initial solicitation within two weeks, the employer will initiate a second solicitation. If the employee fails to respond to the

second solicitation within two weeks, the employer may cancel the approval. The employer will notify employees of any cancellation of work approval in writing. This provision applies to all existing and future indefinite approvals.

* * *

8. All approved [MCP #305 and #307] forms submitted prior to the effective date of this article will remain in effect until their normal expiration as set forth in section C.4 and 5 above, unless rescinded for other cause, or prohibited by this article.

* * *

Section D. Restrictions

* * *

5. Employees who have had medical restrictions placed upon them as a result of an illness or injury must abide by those restrictions while working secondary employment. Employees with such restrictions may be subject to Section D(3) above. If employees are restricted from wearing their uniform while on-duty, they shall not wear their uniform during secondary employment.
- [5.]6. Employees will not use any police equipment or exercise any police authority while engaged in any secondary employment while their police powers are suspended.
- [6.]7. In Montgomery County, employees will not engage in secondary employment in any capacity for any business that sells, dispenses or handles alcoholic beverages with the following exceptions: An employee may work for a store, restaurant, motel, hotel, country club or similar establishment as a security person, desk clerk, or similar capacity, provided no part of the employee's specific duties are related to or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment.
- [7.]8. No employee shall engage in business with the Montgomery County Government without first revealing his/her employment status with the County.
- [8.]9. Except for uniformed secondary employment, employees will not engage in secondary employment if the authority vested in them as a county employee (to be a police officer) is a requirement for obtaining or holding the employment.
- [9.]10. Employees will not divulge their association with the department in the course of their employment as a sales person.
- [10.]11. Except as provided in this article, employees may not be employed by or have any ownership interest in any business subject to the authority of or doing business with the police department.
- [11.]12. No towing service owned and/or operated by off-duty Montgomery County police employees shall be used for towing of vehicles at the request of on-duty Montgomery County police employees unless specifically requested by the owner or operator of the

vehicle involved.

[12.]13. School Bus Operator - No employee of the department shall operate a school bus immediately after working a midnight shift.

[13.]14. Employees, in the performance of their secondary employment, will not take advantage of any services provided by the department unless in the performance of legitimate police action. (Under the provisions of the CJIS Law, it is a violation to disseminate criminal records information to non-criminal justice agencies or to anyone when not in the scope of official business. Further, obtaining any information, criminal or non-criminal, can only be done in the same capacity as a private citizen when not for official police activity. Any deviation from this can subject the employee to tort liability.)

[14.]15. Employees may not use confidential information gained in county employment for outside financial gain or for any purpose other than use in county employment.

[15.]16. Employees, while on duty, may not accept or solicit referrals for their secondary employment.

[16.]17. Employees will not distract or coerce other county employees during their scheduled work hours to buy or use products or services sold or offered as part of their secondary employment.

[17.]18. PPVs and SOFVs may be driven to and from the job site and used as a stationary observation post but must not otherwise be used in the course of or in furtherance of their secondary employment work. While using the vehicle as a stationary observation post, employees must monitor the police radio as required by this Agreement.

[18.]19. Employees are prohibited from working for any person(s) or any entity owned (at least 5% ownership) by a person, or persons, they supervise, or who supervises them as part of their county employment.

20. Approval for secondary employment may be suspended by the employer based upon credible information that the secondary employer, official of the employing company, or an employee's supervisor, becomes the subject of a law enforcement investigation or enforcement action other than a petty offense or traffic charge where the focus of the investigation or enforcement action creates a conflict of interest between the secondary employment and the employee's status as a police officer.

Employees will cease employment upon notice by an appropriate supervisor of a suspension pursuant to the above condition.

Employment suspended under this section may be reinstated without need for reapplication, at the conclusion of the law enforcement investigation or enforcement action.

Section E. Security Related Secondary Employment

1. No employee shall work in security related secondary employment unless:

a. The employee completes both the Secondary Employment Request and the Employer Agreement for Security Related Work. [MCP #305 and MCP #307.]

* * *

Section F. Additional Restrictions - Uniform Secondary Employment

* * *

5. Uniform off-duty security employment is prohibited in the following circumstances:

* * *

- d. The secondary employment establishment sells, distributes or serves alcoholic beverages unless two or more officers are hired to work and are present the entire time, and provided that no part of the employee's specific duties are related to, or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment.

* * *

13. Unit Members may be employed in uniform for the following functions:

* * *

- e Teaching or instructing a law enforcement topic for a college or university.

[e]f Under other reasonable circumstances where the parties agree, is in the interest of public safety.

14. Employees may not work in uniform in any capacity for employers engaged in the security guard, private investigator, or private detective business.

Section G. Uniforms and Equipment. Employees, in the performance of their secondary employment, are permitted to carry and utilize the following issued county, or otherwise authorized, equipment:

1. Weapons/Protective instruments (carried in an inconspicuous manner unless uniformed): Handgun; OC spray; [ASP] baton; [and Maglight] flashlight; electronic control device and other weapons/protective instruments mutually agree upon by the parties.
2. Portable radio; Ballistic vest; Handcuffs; MCP badge and credentials.
3. Baseball cap or other headgear (uniformed only).

* * *

Section H. Cancellation of Employment. Any employee who ceases or cancels secondary employment will notify the employer in writing [forward the MCP #307], indicating cancellation, if:

* * *

Section I. Traffic Direction. Employees who are hired for traffic direction or traffic control shall wear

their issued reflective vest or raingear (as appropriate).

Article 28 Service Increments

* * *

Section A. Service Increment

* * *

3. The FY11 and FY12 service increments were not funded by Council shall continue to be deferred in FY13. Additionally, service increments for FY13 shall be deferred for one year.

* * *

Section J. Employees whose longevity step was deferred during FY2011 and FY2012, and are otherwise eligible, shall receive the longevity step effective the first full pay period following July 1, 2012. Any employees who reach their 20th anniversary of employment during FY2013 shall receive their longevity step the first full pay period following their anniversary.

* * *

Article 30 Uniforms and Equipment

* * *

Section C. Wearing of the Uniform.

4. [During the months of March, April, May, September, October, and November, due to the variability in outdoor temperature conditions, officers may choose to wear either the long or short sleeved uniform shirt. At other times of the year, the Department will determine which uniform shirt to wear.] At all times of the year, members will determine whether to wear either the long or short sleeved uniform shirt.
5. The wearing of a tie [ties] while in uniform will be optional except [for formal events, court appearances, and wearing of] when an officer wears the formal (Class A) uniform.

* * *

Section P. Traffic Officers and Organizational Emblems. Traffic officers shall be issued heated clothing and rainwear to be identified in Appendix I. Emblems identifying any other organization other than the FOP may not be worn on uniforms. Traffic officers shall be initially issued two pair or new motor boots. Traffic officers shall receive a new pair of motor boots every third year unless a pair becomes severely damaged and rendered unusable or are otherwise beyond repair.

* * *

Article 31 Reopener

* * *

Section G. Reopener. In September 2012, there shall be a reopener for the second year of the contract (July 1, 2013 to June 30, 2014) limited to:

1. Cash compensation
2. Reopener
3. Duration (Article 47) to permit a 3rd year
4. Health care issues, including union administered health care

Article 32 Health and Safety

* * *

Section E. Bio-Packs.

Due to changes in Federal law (FDA/CDC), this program is currently suspended. In the event that Federal law changes to allow the reinstitution of such a program the parties agree to reopen Article 32, Section E for further discussions.

* * *

Section H. Timely Information Concerning Officer Safety.

* * *

3. Upon receipt of information of a credible threat against an employee police officer, or an employee police officer's family arising in connection with her/his office or relationship with the County, the employer will immediately notify and provide for, through all reasonable and necessary means, the safety and security of the affected officer and her/his family.

* * *

Article 35 Vehicles

Section A. PPV/SOFV Program. The continuing intent of this Article is that vehicles assigned as PPVs will take precedence over vehicles assigned as SOFVs. The number of [PPVs] vehicles available to members of the bargaining unit will not be reduced during the term of this Agreement, except that during FY2013 and FY2014 only, the County will make its best efforts to maintain the number of vehicles available to unit members. The County will use its best efforts during the term of this Agreement to allocate cars among the Districts so as to make it possible for the most senior officers to be assigned PPVs and to make vehicles available to eligible officers (subject to Council imposed budget limitations and service needs). (See Side Letter Dated 6/20/2011)

Section B. Restrictions.

1. Vehicles assigned to unit members [who reside] whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles. All benefits, rules and regulations which

apply to PPVs shall apply to these vehicles. An officer whose domicile is outside, but near, the County's borders may be granted permission, at the sole discretion of the chief administrative officer, or designee, to drive his/her assigned vehicle to and from his/her domicile. Vehicles assigned to officers living outside of Montgomery County shall be restricted to "to and from" use only.

2. Vehicles assigned to unit members who do not reside in Montgomery County may be used in the same manner as unit members who reside in Montgomery County, so long as such use (except as otherwise provided in this Agreement) is confined within the borders of Montgomery County. Vehicles assigned to unit members who do not reside in Montgomery County will be parked in Montgomery County at the location of the officer's duty assignment, a district station or 24-hour police facility, a 24-hour fire station (except Hyattstown), a secure Federal facility if allowed by the facility, or other secure facility mutually agreed upon by the parties.

Section C. Training Academy. Officers assigned to the Training Academy shall be issued (in order of seniority) full-use unmarked vehicles. All benefits, rules, and regulations which apply to PPV's/SOFVs shall apply to these vehicles.

Section D. General. Eligible officers participating in the vehicle program will be issued a police vehicle for on-duty and off-duty use subject to the regulations in this Article. All take home vehicles assigned to officers will be defined as personal patrol vehicles (PPVs). This policy pertains to all officers assigned PPVs and to those temporarily assigned PPVs, where applicable. Failure to properly maintain the vehicle or to comply with the regulations and procedures contained within this Article may result in the officer's suspension from the PPV/SOFV program, or in cases of multiple offenses, termination of the officer's participation in the program. [See Side Letter.]

Section E. Program Objectives. The goal of the vehicle [PPV] program is to provide the highest level of police service to the community by providing greater police presence on the streets and in the neighborhoods of Montgomery County and by enhancing the responsiveness of both on-duty and off-duty officers to calls for service.

Section F. Program Eligibility.

1. All officers, regardless of assignment, will be eligible for the [PPV] vehicle program subject to the limitations set forth below.
2. With the following exceptions, [officers] an officer's domicile must [reside] be in Montgomery County to be eligible for the PPV program.

* * *

3. Officers will become eligible for permanent [PPV] vehicle assignment after satisfactorily completing probation in the PO I rank. [PPVs] Vehicles will be assigned to eligible officers as the vehicles become available. Vehicles shall not be assigned to any officers who reside out of County unless the list of eligible officers who reside in County is satisfied.
4. All officers will be assigned marked police vehicles with the below-listed exceptions. This list may be changed upon the mutual agreement of the department and the union.

* * *

[c. Canine officers described in § F.2.]

[d.]c. Special Assignment Teams

[e.]d. Tactical Section

[f.]e. Office of Internal Affairs

[g.]f. Office of Media Services

[h.]g. District Court Liaison

h. Centralized PCAT-fifty (50) percent not to exceed eight (8) unmarked vehicles

5. Two lists of officers, arranged by seniority as defined in Article 12 *Seniority* of this Agreement, will be established and used to determine the order of eligibility for [PPVs] assigned vehicles. One list will be maintained for marked vehicles and a separate list will be maintained for unmarked vehicles. The lists will be updated as promotions and transfers take effect and will be provided to the FOP on a monthly basis. Officers with equal seniority will be assigned a [PPV] vehicle pursuant to Article 12 Seniority.

Section G. Program Regulations. The following regulations apply to all participating officers as well as those officers using PPVs/SOFVs on a temporary basis:

* * *

2. PPVs/SOFVs will not be operated within four (4) hours after the officer has ingested any amount of alcohol. PPVs/SOFVs will not be operated after the officer has ingested any drug that impairs his ability to operate the vehicle. No alcoholic beverages will be carried in the PPV/SOFV except when they are seized as evidence or contraband.
3. Officers will not use the PPV/SOFV as a part of secondary employment, except as provided in this Agreement.
4. a. Officers operating or riding in the PPV/SOFV off-duty will carry a department approved handgun on their person (unless light duty restrictions dictate otherwise for the passenger), will have at least one pair of metal or flex handcuffs in the vehicle, and will carry their credentials. Officers will display their credentials upon request. Non-uniform attire must be such that it projects a favorable image for the department, and does not create a safety hazard for the officer. Officers are prohibited from wearing open-toe sandals, shower shoes, or in the case of female officers, shoes with more than a 1" heel. The minimum acceptable attire for male officers is long pants or "Bermuda" shorts, a sleeved shirt and socks and shoes or sneakers. Minimum standards for female officers are long pants or "Bermuda" shorts, a skirt or dress, a sleeved shirt or blouse, socks or stockings, shoes or sneakers. In all cases, non-uniform attire will be clean and free of tears and holes.

* * *

5. Officers operating a PPV/SOFV in non-uniform clothes will make traffic stops only when

inaction would reflect unfavorably upon the department.

* * *

7. The PPV/SOFV will not be used to carry excessively large or heavy loads or objects which protrude from the trunk or windows, except when required in the performance of official duties.
8. The portable radio, mobile or cellular telephone, shotgun, long gun, and other weapons will be removed from the vehicle and stored at the officer's residence or station locker when the vehicle is unattended other than for a short period of time. [PACA] Ballistic vests and all other uniform equipment will be removed from the passenger section of the vehicle and stored in the trunk of the PPV/SOFV or in the officer's residence or station locker when the vehicle is unattended other than for a short period of time. For example, they should be removed when the PPV is parked overnight at the officer's residence or SOFV is parked overnight at an approved facility. The participating officer will ensure that unauthorized persons do not handle department weapons or equipment.
9. Only department-issued shotguns and long guns will be carried in PPVs and such [shotguns] weapons must be carried in the secure carrier where provided.
10. Unattended PPVs/SOFVs must be locked at all times.
11. The chief of police or his/her designee may temporarily assign PPVs/SOFVs according to the following priority: (1) officers normally participating but temporarily without a car; and (2) officers who have attained permanent status and meet all other eligibility requirements but have not been assigned a car. Assignments made under this provision shall be made pursuant to Article 12 *Seniority*.
12. Officers permanently transferred from an assignment requiring the use of a marked vehicle to an assignment requiring the use of an unmarked car, or vice-versa, or who otherwise become ineligible for the program, will turn the vehicle into the department's fleet coordinator for reassignment. The chief of police or his/her designee shall reassign the vehicle using the appropriate eligibility list. (See Side Letter Dated 3/15/1996)
13. a. Officers assigned PPVs/SOFVs and who are on light duty (i.e., no longer able to perform fully in their present assignment), extended sick leave (more than one work week), disability leave, administrative leave (when an officer is responsible for the taking of a human life or the serious injury of a person or when an officer's police powers are suspended because he/she has been charged with a criminal offense or charged with operating a motor vehicle while under the influence of alcohol or drugs), or who are suspended from duty, will turn in the vehicle to the district/unit commander. The chief of police or his/her designee, will either temporarily reassign the vehicle within the district/unit or park/store the vehicle at the station. Officers temporarily reassigned (60 days or less) to another unit may retain the use of the PPV.

* * *

14. In instances of short duration (less than one week), PPV participants may permit the off-duty use of their PPVs/SOFVs by officers in their same unit or type of assignment, who are eligible for the program. In all such instances, as soon as practicable, the PPV participant

will make appropriate notification to his/her unit/district commander.

15. During vacations or extended periods (one week or longer) when the participating officer is out of the county, the PPV/SOFV may be temporarily assigned by the chief of police or his/her designee, to another eligible officer in the same district.
16. Officers will not allow off-duty use of their PPV/SOFV by officers who are not eligible for the program.
17. No unauthorized personnel are permitted to operate the PPV/SOFV except in an emergency.
18. So as not to give the public the impression the department endorses or promotes a particular activity, political candidate, or cause, officers are prohibited from using the PPV/SOFV while engaged in political activities such as setting up signs, and attending rallies, caucuses, promotional events, or fund raisers, etc. Bumper stickers, decals, insignia, banners or placards provided by the department and related to the interest, purpose or mission of the department/county, may be attached to the PPV/SOFV. FOP organizational emblems may be attached to the PPV/SOFV. Unauthorized or nonconforming items will be removed from the vehicle.

Section H. PPV/SOFV Operating Procedures

* * *

3. Off-duty officers, while operating PPVs or SOFVs, are required to respond to incidents or calls for service which come to their attention through any of the following means: (1) on view; (2) citizens; (3) radio monitored activity of a serious nature occurring within reasonable proximity to their location.

* * *

6. Minor incidents, to include disabled vehicles, stranded motorists, and citizens in need of assistance, encountered while operating a PPV/SOFV off-duty, will be handled and cleared by the off-duty officer. In situations which dictate the writing of a report by the off-duty officer, the report will be completed as soon as possible. Completed off-duty initiated reports may be placed in any district station report tray which is convenient to the officer. All off-duty reports will bear the initials "OD" in front of the officer's ID number in the appropriate space.
7. Animals will not be transported in the PPV/SOFV except in unusual circumstances.
8. Traffic collisions encountered by officers off-duty in a PPV/SOFV will be handled in accordance with departmental policy, except for the following types of collisions: fatal accidents, serious personal injury collisions when the victim is transported; hit and run collisions when evidence or witnesses exist; and collisions involving government-owned vehicles. These collisions will be handled by on-duty units. The procedure for submitting the collision report is the same as that for the event in § H.6. Additionally, the officer generating the report will be responsible for completing the log-mile references.

* * *

Section I. Overtime Compensation

1. Consistent with Article 15 *Hours and Working Conditions* §A.1.a, overtime compensation will be granted (within budget limitations) for that period of time in excess of two (2) hours to participating officers who must work on an incident while in their off-duty PPV/SOFV status. Response to an incident while in an off-duty PPV/SOFV status does not constitute an official call-back as defined in this Agreement.

* * *

3. When submitting an overtime request [on MCP #44], the officer will [strike the words "call back" on line #2 and] insert the name of the supervisor who authorized the overtime. The words "off-duty PPV response" will be [written next to the supervisor's name on the same line] noted on the request.

Section J. Maintenance Procedures.

1. Officers assigned PPVs/SOFVs are responsible for the maintenance and care of the vehicle and are not relieved of that responsibility when permitting another officer to operate the vehicle.
2. The Employer will provide notification of PM dates to PPV/SOFV participants. Any officer who is unable to meet his/her scheduled preventive maintenance date, should notify the Division of Fleet Management, [DPWT] DFMS, no later than 24 hours (or as soon as practicable) before the scheduled date.

* * *

3. Weapons, cellular telephones, pagers and portable radios will not be left in a vehicle interior or trunk while being serviced. Officers will remove all other issued material and equipment such as helmets, nightsticks, etc., from the vehicle interior while it is left for service and secure the items in the vehicle trunk. The officer shall check the condition of the equipment prior to and immediately following any service. Any missing or damaged items will be reported to the Department's Fleet Manager by phone or email and the officer will initiate the appropriate event report regarding the lost item(s).
4. Officers are responsible for the cleanliness of the vehicle and for maintaining the vehicle and equipment in working order. Vehicles must be free of litter and personal items when returned to the Department's Fleet Manager for vehicle reassignment, maintenance, etc.
5. Vehicles that have been damaged due to a collision or vandalism shall be brought to the Division of Fleet Management, [DPWT] DFMS, within 48 hours of the occurrence. If in the judgment of the vehicle operator, the damage to a vehicle renders the vehicle unsafe to drive, the officer will have the vehicle towed, or bring the vehicle to the Division of Fleet Management, [DPWT] DFMS, immediately.
6. If an officer determines that a repair has not been made or that the vehicle is unsafe, the officer shall not take the vehicle from the Division of Fleet Management, [DPWT] DFMS.
7. If the Division of Fleet Management, [DPWT] DFMS, determines that a vehicle does not meet minimum safety standards, the vehicle shall not be driven until it is repaired.

Section K. Equipment Modifications/Additions

1. The [following] below are modifications or additions that can be requested for [PPVs] vehicles. Approved modifications/additions installed prior to July 1, 2012 may be maintained in the vehicle as is. Changes made after July 1, 2012 must comply with this section:
 - [a. Standard broadcast radios (AM; AM/FM; AM/FM Tape) (Replacement Only.)
 - b. Tape or disc players (Replacement only.)
 - c. Standard broadcast radio antennas]
 - [d]a. Citizen band radios provided they do not interfere with vehicle or radio functions.
 - [e]b. Mud flaps-subject to the following restrictions: white in color for marked cars and color coordinated for unmarked cars; vinyl only; cannot be more than 1" wider than the tire; and must be purchased at the officer's expense
 - [f]c. VHF scanners/monitors provided they do not interfere with vehicle or radio functions.
 - [g Cellular or digital telephones]
 - h. Satellite radios
 - i. GPS devices
 - [h]j. [Privately owned electronic] The above equipment [cannot] may not be installed in a police vehicle unless the inclusion of such equipment will not impede the proper operation of the vehicle and/or County installed equipment and manufacturer or county installed safety equipment based upon manufacturer's recommendations, as determined by the Division of Fleet Management, [DPWT] DFMS, or other appropriate designee determined by the Employer. Such determination shall not be arbitrary or inequitable. "Inequitable" means that comparable vehicles that are similarly equipped are not treated similarly.
 - k. Additional emergency lighting or equipment cannot be installed by any employee on any county owned vehicle.
2. *Privately-Owned Electronics Installation Restrictions*
 - a. Only personally owned electronic equipment specified in Section K,1 may be installed and only if it is solely powered by plugging the device into the existing County owned power points (i.e. "cigarette lighter plugs") in the vehicle. No personally owned electronic equipment will be attached to or interconnected with county-owned electronics or mounting hardware, nor shall private electrical connections be bridged or connected on county-owned electronic equipment and associated terminals. [Power take-off points will be specified and approved by the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, DPWT, or other appropriate designee as determined by the Employer.]

* * *

- c. The county/department will have no responsibility for the [installation, relocation,] servicing[,], or repair of any privately owned electronics equipment. All privately-owned electronics equipment will be installed at the participating officer's expense and must be installed by the Division of Fleet Management, DFMS.
- d. All privately owned electronics and associated hardware (brackets, antennas, etc.) will be removed by the Division of Fleet Management, DFMS at the participating officer's expense upon notification of trade-in or transfer of the vehicle. Any cover plate (including radio antenna hole cover plate) that had to be removed to permit installation of electronics must be reinstalled prior to turning in the vehicle.

3. *Approved Electronic Installation Points*

- a. An officer must obtain approval, via memorandum, from the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, DFMS for the installation [points for] of private electronic equipment. The officer will forward the original of the approval memorandum [form] to a department designee and will retain the copy.

- [b. Subject to the approval required in §K.1., radio antennas supplied by the vehicle manufacturer or those similar in design may be installed in the pre-drilled location. Vehicles without pre-drilled antenna holes have a built-in antenna for radio hookup.]

- 4. *Prohibited Modifications.* No modification/additions (including the alteration/substitution of equipment) to the PPV/SOFV may be made without the written approval of the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, [DPWT] DFMS, or other appropriate designee as determined by the Employer.

Section L. Required Issued Equipment. The following equipment must be carried in the PPV/SOFV at all times and maintained in proper working condition, however the unit commander in SID may exempt certain of its personnel from the requirements of this section:

* * *

12. Weapons of Mass Destruction (WMD) equipment

* * *

Section N. Use of Vehicles for Business. Subject to the availability of fleet vehicles, officers not assigned a PPV may use a fleet vehicle from their assigned district station/unit, to travel to/from their district station/unit to/from court, hearings, or other duty-related business which they are required to attend while off-duty. If an officer not participating in the PPV/SOFV program or an officer who is a PP/SOFV program participant, but is temporarily without the use of the PPV/SOFV, uses his/her private vehicle for such travel, the officer shall be reimbursed and insured for such travel at the rate specified in Article 23 § A.6 "Local Travel" of this Agreement.

Section O. Replacement of Vehicles.

1. Except as provided in paragraph 2 of this section, when an officer becomes eligible for the PPV/SOFV program, the officer will be issued a vehicle consistent with current practice. [See Side Letter dated 3/15/1996.]
2. When an officer who has a PPV/SOFV is assigned to one of the below listed units, the officer will turn in his/her PPV/SOFV to the Department's Fleet Manager and use one of the assigned unit vehicles as their PPV/SOFV.

* * *

h. PCAT unmarked vehicles

[h] Other units where the car is uniquely equipped for use in that assignment

Vehicles assigned to officers transferred to the unit with similar vehicles will be retained by the officers. Except for SID, if a unit vehicle is not available, the officer will retain his/her PPV/SOFV until a unit fleet vehicle is available. When the officer leaves a unit that has unit assigned vehicles, s/he will turn the vehicle in to the Unit Commander and shall be placed on the eligible list for the type of vehicle that is required for the new assignment.

3. Except for units that have unit assigned vehicles, when an officer is transferred from an unmarked to a marked assignment (or vice versa), and there is not a vehicle available, the officer will retain his/her existing PPV/SOFV until the proper type of PPV/SOFV becomes available.

* * *

Section P. Training

1. Within 7 calendar days of the receipt of a [new] different vehicle officers must schedule driver training with the Training Division.

* * *

Section Q. Single Officer Fleet Vehicle Program [See Side Letter.]

1. Prior to July 1, 2009, the County will make single officer fleet vehicles available to all officers who are not eligible for the PPV program because they do not reside within Montgomery County. Such vehicles must be appropriate (marked or unmarked) for the officer's duty assignment. This section is subject to the language for FY2013 and FY2014 as enumerated in Section A of this article.

* * *

Section R. EZ Pass Transponders (from MOA 11.29.2010)

1. Attachment of EZ Pass transponders

- a. The Employer will permanently affix transponders to all vehicles except designated covert vehicles. Transponders will not be removed, tampered with or altered unless reasonably necessary to secure the device or authorized by the employers designee.

- b. Transponders will be assigned to each covert vehicle and are to be stored in the glove compartment, console or other secure place within the assigned vehicle when not in use.
- c. Designated covert vehicles will be considered those unmarked vehicles assigned to the following units: Special Investigations Division, all Special Assignment Teams, Centralized Auto Theft, Firearms Unit, and the Fugitive Section. This list may be changed upon the mutual agreement of the employer and the union.

2. Use of EZ Pass transponders

County owned transponders are intended for use on or off duty when in a County owned vehicle within Montgomery County while traveling the ICC and adjacent entrances and exits and outside of Montgomery County only while on official County business and with prior authorization by the employers designee.

3. Employees will not be responsible for cost of work related usage of an EZ Pass transponder. Employees may be billed for actual costs incurred by the employer for use of the transponder which can be determined to be non work related. The employer bears the burden to demonstrate a financial loss before pursuing reimbursement from an employee. The County shall provide prompt notification to the employee of any billing for an instance or personal use that incurred a cost to the employer and shall specify the amount, the location, the date(s) and time(s). The employer shall provide copies of all documents used to demonstrate any financial loss.

This section of the agreement (Section R) may be reopened by the parties within 30 days of any determination or information that some or all of the provisions provided to Montgomery County by the Maryland Transportation Authority changes and affects the use or billing for use of the ICC toll road.

Article 36 Wages

Section A. Wages. Effective July 1, 2007, the salary schedule shall be increased by adding \$3,151 at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between PO III and MPO; 10% between MPO and Sergeant; and, subject to Section D, *infra*, 5% between POC and POI.

The four and one-quarter (4.25) percent wage increase scheduled to take effect in the first full pay period following July 1, 2009 shall be postponed, and shall not be effective during fiscal year 2010, 2011 [and] 2012, and 2013. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled. [Appendix T]

The County agrees to pay a \$2,000 lump sum payment in FY2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY2013. Employees who are unpaid leave and return to work during FY2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular

earnings” for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

* * *

Article 44 Promotions

* * *

Section G. All eligible officers (applicants) who are interested in participating in any competitive promotional process must complete the general information portions of the online application as required by the promotional bulletin and apply online as a Montgomery County employee. This online program will be managed by the Office of Human Resources (OHR) and will be the exclusive application program for all promotional processes. The employer will provide the means for a member to confirm receipt of the promotional form by OHR immediately after the online form is completed.

* * *

Article 47 Duration of Contract

This agreement shall become effective on July 1, [2010] 2012, and terminate on June 30, [2012] 2014.

* * *

Article 51 Personnel Files

* * *

Section B. Custody and Review

* * *

2. The Occupational Medical Section shall maintain the official medical records file for each County employee. Bargaining unit member’s medical information shall remain confidential and maintained in compliance with this agreement and any relevant laws, including but not limited to HIPAA and GINA.

* * *

Article 59 Family Medical Leave Act

* * *

Section C. Integration Provisions

1. Use of FMLA leave

- a. Leave taken to care for the employee’s newborn child or child newly placed for adoption or foster care:

* * *

- (2) May be used on a continuing basis or, with the approval of the employee's [supervisor] employer, may be used on an intermittent or reduced workweek basis;

* * *

- c. FMLA leave taken for medical purposes to care for, or arrange care for, a serious health condition of the employee's spouse, domestic partner, minor child, adult child incapable of self care, or parent or because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position:

* * *

- (4) [A supervisor] The employer may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable to perform the functions of the employee's position, or for the serious health condition of the employee's family member. A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. As provided by the FMLA, medical certification for FMLA leave may be required for any of the following reasons:

* * *

- (c) the [supervisor] employer has a reasonable basis to suspect the employee of FMLA leave misuse or abuse;

* * *

- (5) [A supervisor] The employer may require medical recertification of a serious health condition of the employee or the employee's family member. Such recertification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

* * *

- (c) the [supervisor] employer receives reliable information that leads to a reasonable doubt upon the continuing validity of the original certification; or,

* * *

- (6) If medical certification or recertification is required, it must be submitted by the employee within 15 calendar days after it is requested by the [supervisor] employer.

- (7) If the [supervisor] employer has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member, the [supervisor] employer may after providing reason(s) for such doubt to the employee, require the employee to obtain, at the County's expense, a medical opinion from a second health care

provider designated by the Occupational Medical Section. If the two opinions differ, the employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

* * *

- (10) When returning from 15 or more consecutive days of FMLA leave for the employee's serious health condition other than childbirth, the employee may be referred by the [supervisor] employer to the Occupational Medical Section for clearance to return to work.

* * *

- e. Employees must apply for paid FMLA leave in accordance with applicable procedures for the granting of annual leave, sick leave, and parental leave and provide as much advance notice as possible to the [supervisor] employer so as not to unduly disrupt the work unit. When unforeseen events occur, notice of the need to use FMLA leave shall be given as soon as practicable, ordinarily within 1 or 2 working days.

* * *

- g. Either the employee or [supervisor] employer may designate leave as FMLA leave. The [supervisor] employer should designate leave as FMLA leave if the information available to the [supervisor] employer from the employee indicates that the leave is being taken for an FMLA purpose, and the employee has not requested or otherwise indicated that the leave is FMLA leave. The [supervisor] employer must advise the employee prior to the completion of the period of leave that it has been designated as FMLA leave and the reasons for the designation.

* * *

Article 63 Family and Child Care

Section A. Vision; Flex-Schedules. Consistent with the vision of the County's work/life initiative, the parties shall work together to ensure a diverse and equitable workplace built on cooperation, flexibility, openness, respect and trust, where employees can achieve excellence and balance work, career, home, family and community life. In compliance with this vision, whenever practicable, flexible scheduling and job-swapping shall be allowed for parents with child care responsibilities, and for the employees to care for the employee's spouse, domestic partner, adult child incapable of self care, or parent, who live with the employee, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

* * *

Appendix H Internet, Intranet, & Electronic Mail Use by FOP Bargaining Unit Members

* * *

III. POLICY

Internet/Intranet access and e-mail systems are provided to bargaining unit employees for the use in conducting the County's official business. Each employee shall be accountable to check email while on-duty and at work, and the employer shall be accountable to ensure that each employee governed by this appendix is provided the time and means to adequately access and process employer provided e-mail. Unless an exception is specifically approved by the employer, employees are expected to use these resources responsibly and professionally, and must not use Internet/Intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County law, County regulation applicable to the bargaining unit. Although the use of County provided Internet/Intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances arise that necessitate personal use of these systems. Such use is to be kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and limited personal use of County provided Internet/intranet access or e-mail systems in accordance with this Policy.

* * *

Appendix U Memorandum of Agreement

Fraternal Order of Police, Lodge 35, Inc. ("FOP"), and Montgomery County, Maryland ("Employer"), agree to the following amendments to the Collective Bargaining Agreement (CBA).

A. The parties agree to the following:

1. Individual officers will record every traffic stop by entering into an electronic database all data fields listed in TA, Section 25-113. A Traffic stop is any instance in which a MCPD officer for any reason directs a person operating a motor vehicle of any type to stop and the motorist is detained for any period of time. Traffic stops subject to exemption from data collection under the law will also be exempt as it applies to this agreement. [Traffic stops based on a checkpoint or roadblock, radar, laser or vasesar technology, a stop of multiple vehicles due to a traffic accident or emergency situation requiring the stopping of vehicles for public safety purposes or a stop based on the use of license plate reader technology are exempt from the data collection.]

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ____ day of _____ 2012.

FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35

MONTGOMERY COUNTY Government,
MARYLAND

By: _____
Marc B. Zifcak
President

By: _____
Isiah Leggett
County Executive

Dana Brown
Vice President

J. Thomas Manger
Chief of Police

Approved as to Form and Legality
County Attorney's Office

**Memorandum of Understanding
between
Fraternal Order of Police Montgomery County Lodge 35, Inc.
and
the Montgomery County Government
Montgomery County Maryland
For July 1, 2012 to June 30, 2014**

This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the Fraternal Order of Police Montgomery County Maryland Lodge 35, Inc. (hereinafter the "FOP") hereby memorializes certain agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2011 through February, 2012.

1. The parties acknowledge that certain provisions of this Collective Bargaining Agreement are inconsistent with Montgomery County Council Resolution No. 17-149 and Bill 11-11, which are currently the subject of a legal challenge filed by the FOP.
2. The parties accordingly have reached no agreement regarding the subject matter covered in these provisions.
3. By entering into a Collective Bargaining Agreement effective July 1, 2012 the parties do not intend to affect the rights or positions of the parties on any subject matters covered in any litigation between the parties as it relates to the matters covered in the Resolution and Bill.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February, 2012.

Fraternal Order of Police, Lodge 35, Inc.:

By: Marc B. Zifcak 2/6/12
Marc B. Zifcak, Pres. Date

By: Torrie Cooke
Torrie Cooke, Chief Negotiator

Montgomery County, Maryland:

By: Isiah Leggett 02/13/2012
Isiah Leggett, County Executive Date

By: William Scott
William Scott, Chief Negotiator

Approved as to form and legality
Office of the County Attorney

By: [Signature] 2/6/12
Date

**Memorandum of Agreement
between
Fraternal Order of Police Montgomery County Lodge 35, Inc.
and
the Montgomery County Government
For July 1, 2012 to June 30, 2014**

The Parties hereto, the Fraternal Order of Police, Lodge 35 and Montgomery County Maryland, agree to a new Collective Bargaining Agreement, effective July 1, 2012, for the employees in the Police bargaining unit for Fiscal Years 2013 and 2014.

1. The County Executive shall make a good faith effort to have all terms and conditions implemented by Council action. The County Executive shall take all actions within his legal authority necessary to obtain the approval and funding for this Agreement from the Montgomery County Council including, but not limited to, proposing legislation, estimating the cost of this agreement for the County Council, and making public statements and press releases in favor of this Agreement.

2. All terms of the July 1, 2008 to June 30, 2012 Collective Bargaining Agreement, and the Side Letters and Appendices thereto, are incorporated into this Collective Bargaining Agreement, subject to the following amendments.

3. Article 36, Wages: The County agrees to pay a \$2,000 lump sum payment in FY 2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. Employees who are on unpaid leave and return to work during FY 2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by a separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

4. All of the attached "tentative agreements" signed and attached hereto shall be incorporated into the Collective Bargaining Agreement.

5. Article 47, Duration: July 1, 2012 to June 30, 2014.

6. Article 31, Reopener: In September 2012 there shall be a reopener for the second year (July 1, 2013 to June 30, 2014) limited to:

- a. Cash compensation
- b. Reopener

- c. Duration (Article 47) to permit a 3rd year
- d. Health care issues, including union administered health care

7. Article 36: Continued postponement of 4.25% General Wage Adjustment previously due in FY 2010.

8. Article 36: Continued deferral of two increments for FY 2011 and FY 2012.

9. Article 36: One year deferral of FY 2013 increments.

10. Article 28: Employees whose longevity step was deferred during FY2011 and FY2012, and are otherwise eligible, shall receive the longevity step effective the first full pay period following July 1, 2012. Any employees who reach their 20th anniversary of employment during FY2013 shall receive their longevity step the first full pay period following their anniversary.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February, 2012.

Fraternal Order of Police,
Lodge 35, Inc.:

By: Marc B. Zifcak
Marc B. Zifcak, Pres.

2/6/12
Date

Montgomery County, Maryland

By: Isiah Leggett 02/13/2012
Isiah Leggett, Date
County Executive

Torrie Cooke
Torrie Cooke,
Chief Negotiator for FOP

2/6/12
Date

William Scott 2-6-12
William Scott, Date
Chief Negotiator for County

Approved as to form and legality
Office of the County Attorney

By: [Signature] 2/6/12
Date

Tentative Agreements between the FOP and Montgomery County as of February 6, 2012

Waiver of Time Limits

Department Rules FC 300, Rule 17 Maintenance of Property

Article 2 Admin Leave, Section K (organ donor)

Article 6 Clothing Allowance, Section C Academy

Article 6 Clothing Allowance, Section D Bike Shoes

Article 15 Hours & Working Conditions, Section C. Publishing of Work Schedules (1) PCAT

Article 25 Transfer, Section F (SRO Interview Panel) Side Letter

Article 26 Non-Discrimination, Sections A, B & C

Article 27 Secondary Employment

MOA (personal carry of handguns)

MOA, Side Letter (Glocks)

Article 30 Uniforms and Equipment, Section C. (1) (short or long sleeves)

Article 30 Uniforms and Equipment, Section C. (5) (wearing of ties)

Article 30 Uniforms and Equipment, Section P. (motor boots).

Article 32 Health and Safety, Section E (bio packs)

Article 32 Health and Safety, Section H (3) (threats against officers)

Article 35 Vehicles

Article 44 Promotions

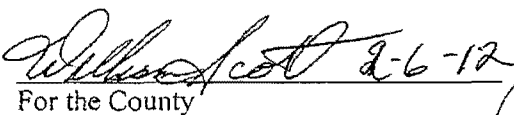
Article 51 Personnel Files, Section B (2) (HIPPA)

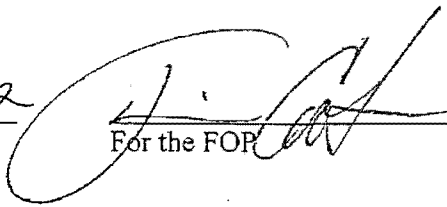
Article 59 FMLA

Article 63 Family and Childcare, Sections A

Appendix H Internet, Intranet, & Electronic Mail Use, Section III

Appendix U (MOA on Traffic Stops)

 2-6-12
For the County

 2/6/12
For the FOP

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	2, K	Organ Donor Leave	<p>Employees who serve as a bone marrow donor shall receive up to 7 days administrative leave</p> <p>Employees who serve as an organ donor shall receive up to 30 days administrative leave</p> <p>Organ donor leave is an addition to any other leave the employee is entitled to</p> <p>Medical documentation of donation must be provided before the leave is approved</p>	No	Yes	No	No	Use of leave will have a fiscal impact, however the incidence of leave cannot be predicted
2	6, C	Shoe Allowance	<p>Members assigned physical fitness duties at the Training Academy will receive \$95 allowance for running shoes; does not apply to members in a recruit class</p> <p>Full time bike officers will receive \$115 annual allowance to purchase bike shoes</p> <p>Part time bike officers will receive \$115 allowance every two years; if the shoes are damaged the employer will replace them or provide a new shoe allowance</p> <p>Bike shoes must be predominantly black in color</p>	Yes	Yes	No	No	See fiscal impact statement
3	15, C	Publishing of Work Schedules	PCAT schedules shall to published 72 hours in advance for one workday schedule	No	No	No	No	
4	26, A	Non-Discrimination	The Agreement shall be applied to all employees in accordance with any Federal, State, and local discrimination laws	No	No	No	No	
5	27, B	Secondary Employment	Refer to side letter dated March 15, 1996 for additional guidance	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
6	27, C	Secondary Employment Request	<p>Parties agree to use Secondary Employment Request form; see side letter dated May 7, 2001</p> <p>Employees requesting security related work must complete and submit the Employer Agreement for Security Related Work</p> <p>Indefinite secondary employment approval may be verified every 36 months; if the employee does not respond within 2 weeks the Employer may request again; if the employee fails to respond after the second request, the employer may cancel the approval with written notice</p>	No	No	No	No	
7	27, D	Secondary Employment Restrictions	<p>Employees on medical restriction as a result of illness/injury must abide by restrictions while working secondary employment; if restricted from wearing uniform while on-duty; employee must not wear uniform during second job</p> <p>PPVs/SOFVs may be drive to and from secondary employment and used only as a stationary observation post; employees must monitor police radio</p> <p>Secondary employment may be suspended if the secondary employer becomes the subject of a law enforcement investigation where a conflict of interest may arise; employees will cease employment upon notice; suspended employment may be reinstated without reapplication at the end of the investigation</p>	No	No	No	No	
8	27, E	Security Secondary Employment	Employee must complete the Secondary Employment Request and the Employer Agreement of Security Related Work forms	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
9	27, F	Uniform Secondary Employment	<p>Uniform off-duty security employment is prohibited at an establishment that sells, distributes or serves alcohol unless 2 or more officers work together, work is not related bar area, and does not require "bouncer" duties, selling/handling alcoholic beverages</p> <p>Employees may wear uniform if employed as teacher/instructor of law enforcement topic for college/university</p> <p>Employees engaged in work as security guard, private investigator, or private detective is not able to work in uniform</p>	No	No	No	No	
10	27, G	Uniforms & Equipment	Issued/authorized equipment allowed to be used at secondary employment also includes electronic control device, mutually agreed to weapons/protective instruments, and other uniform headgear	No	No	No	No	
11	27, H	Cancellation of Employment	Employees must notify the employer in writing when they cease secondary employment	No	No	No	No	
12	27, I	Traffic Direction	Employees with secondary employment as traffic direction or traffic control will wear issued reflective vest and raingear	No	No	No	No	
13	28.A	Service Increments	<p>The FY11 and FY12 service increments that were not funded by Council will continue to be postponed in FY13</p> <p>FY13 service increments will be postponed</p>	No	No	No	No	
14	28, J	Longevity Stép	<p>Effective July 1, 2012 - any member who reach longevity in FY 11 or FY 12 will receive their longevity increment</p> <p>Beginning FY13 longevity will be paid as normal</p>	Yes	Yes	No	No	See fiscal impact statement

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
15	30, C	Wearing of Uniform	<p>Employees can determine when to wear either long sleeve or short sleeve uniform shirt</p> <p>It will be optional to wear a tie in uniform except when wearing the formal (Class A) uniform</p>	No	No	No	No	
16	30, P	Traffic Officers	Traffic officers will be used two pairs of new motor boots and will receive a new pair every third year, unless a pair becomes damaged beyond repair	Yes	Yes	No	No	See fiscal impact statement
17	31, G	Reopener	The parties will reopen the contract in September 2012 to negotiate: cash compensation, additional reopener, duration of contract, and health care issues (i.e. union administered health care)	No	No	No	No	
18	32, E	Bio-Packs	The parties agree to suspend the bio-pack program as a result of changes of Federal Law and will discuss with a reopener if the Federal law reinstitutes the program	No	No	No	No	
19	32, H	Timely Information Concerning Officer Safety	If a credible threat against a police officer or his/her family is received, the employer will notify the affected officer and provide reasonable safety and security	No	No	No	No	
20	35, A	PPV/SOFV Program	<p>Addition of SOFVs in this article does not take away precedent of assigning PPVs</p> <p>The number of vehicles will not be reduced except that in FY13 and FY14 the County will maintain vehicles with their best efforts</p> <p>Refer to side letter dated 6/20/2011</p>	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

o.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
21	35, B	Vehicle Restrictions	<p>Bargaining unit members who reside in Montgomery County will be assigned PPVs</p> <p>Bargaining unit members who reside outside of Montgomery County will have the same use of vehicles as those who reside in the County as long as use of vehicle is confined to Montgomery County; vehicles will be parked in Montgomery County at agreed upon facilities</p>	No	No	No	No	
22	35, C	Training Academy	Addition of SOFVs for officers assigned to the training academy	No	No	No	No	
23	35, D	General	SOFVs added to section	No	No	No	No	
24	35, F	Program Eligibility	<p>Replace "PPV" with "vehicle"</p> <p>An officer's residence must be in Montgomery County to be eligible for PPVs</p> <p>Officers who reside outside of the County will not receive a vehicle until the list of eligible officers who live in the County receive a vehicle</p> <p>Canine officers removed from exception list for marked cars</p> <p>Centralized PCAT 50% will not exceed 8 unmarked cars</p>	Yes	Yes	No	No	Net cost of new vehicle policy is attributable to the cost of outfitting cars to be used for the canine unit
25	35, G	Program Regulations	<p>Addition of SOFVs to section</p> <p>SOFVs will be parked at approved facilities</p> <p>Department issued long guns will be carried in PPVs and properly secured</p> <p>Refer to side letter dated 3/15/1996</p>	No	No	No	No	
26	35, H	PPV/SOFV Operating Procedures	Addition of SOFVs to section	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
27	35, I	Overtime Compensation	Addition of SOFVs to section	No	No	No	No	
28	35, J	Maintenance Procedures	Addition of SOFVs to section Change "DPWT" to "DFMS" Missing or damaged items may be reported via email	No	No	No	No	
29	35, K	Equipment Modifications/ Additions	Modifications/additions approved and installed prior to 7/1/2012 may be maintained as is Removal of: standard broadcast radios, tape/disc players, radio antennas, and cell/digital phone from list Addition of: Satellite radios and GPS devices Modifications/additions must not interfere with previously installed safety equipment Additional lighting or equipment cannot be installed Personally owned electronic equipment may be installed if power source is an existing County owned power point All equipment must be installed/removed by DFMS Approval to installed must be via memo from the Chief or designee Addition of SOFVs to this section	No	No	No	No	
30	35, L	Required Issued Equipment	Addition of SOFVs to this section Weapons of Mass Destruction equipment must be carried in vehicles at all times	No	No	No	No	
31	35, N	Use of Vehicles for Business	Addition of SOFVs to this section	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
32	35, O	Replacement of Vehicles	Addition of SOFVs to this section PCAT unmarked cars will be returned to DFMS manager	No	No	No	No	
33	35, P	Training	When issued a different vehicle officer must schedule training	No	No	No	No	
34	35, Q	Single Officer Fleet Vehicle Program	Section is subject to language for FY13 and FY14 as stated in Section A of this article	No	No	No	No	
35	35, R	EZ Pass Transponders: Attachment	The Employer will permanently attached transponders to all vehicles except covert vehicles to not be tampered with or removed Transponders for covert vehicles will be kept in glove box or console Covert vehicles will be assigned to the following units: Special Investigations Division, all Special Assignment Teams, Centralized Auto Theft, Firearms Unit, and Fugitive Section (may be changed at parties agreement)	No	No	No	No	
36	35, R	EZ Pass Use	Intended for on and off duty use when in a County owned vehicle within the County, on the ICC and approved County business	No	No	No	No	
37	35, R	EZ Pass Transponders	Employees can be billed for use in which the Employer bears burden of proof This section can be reopened by parties within 30 days of information regarding changes to the ICC toll road	No	No	No	No	
38	36, A	Wages	The FY10 4.25% wage increase shall be postponed for FY13	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
39	36, A	Wages	<p>A \$2,000 lump sum payment will be paid to actively employed bargaining unit members on July 1, 2012</p> <p>The amount will be prorated for part time employees</p> <p>Employees covered by Article 53 will not receive this payment</p> <p>Employees on unpaid leave will receive their payment following their return</p> <p>Payment will be considered as regular earnings for income withholding and tax purposes</p> <p>Payment will not be considered as regular earnings for retirement/life insurance purposes or benefits</p>	Yes	Yes	No	No	See fiscal impact statement
40	44. G	Promotions	<p>All eligible officers interested in a competitive promotion must complete the general information portion of application as required and apply online</p> <p>Program will be managed by OHR and will be the exclusive application for all promotional processes</p> <p>OHR will provide a means to confirm receipt</p>	No	No	No	No	
41	47	Duration of Contract	July 1, 2012 through June 30, 2014	No	No	No	No	
42	51, B	Personnel Files, Custody and Review	Bargaining unit members' medical information maintained by OMS will remain confidential and kept in compliance with all relevant laws	No	No	No	No	
43	59	FMLA	Replace "supervisor" with "Employer" throughout section	No	No	No	No	
44	63, A	Vision, Flex-Schedules	Flex schedules also to be allowed for employees to care for spouse, domestic partner, adult child incapable of self care, or parent who live with employee	No	No	No	No	

Summary of Proposed Labor Agreement with FOP Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
45	App H	Internet, Intranet, and Email Policy	<p>Employees will be accountable to check email while on-duty and at work</p> <p>The Employer will be accountable to provide the time and means for employees to access and process email</p>	No	No	No	No	
46	App U	MOA Traffic Stops	Traffic stops subject to exemption from data collection under the law will also be exempt from this MOA	No	No	No	No	

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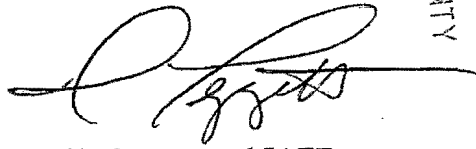
Isiah Leggett
County Executive

OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

MEMORANDUM

April 1, 2012

TO: Roger Berliner, President
Montgomery County Council

FROM: Isiah Leggett, County Executive 

SUBJECT: Memorandum of Agreement between the County and IAFF

RECEIVED
MONTGOMERY COUNTY
COUNCIL

2012 APR -1 PM 1:30

I have attached for the Council's review the agreement resulting from the recent "reopener" collective bargaining negotiations between the Montgomery County Government and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664 (IAFF). The agreement is the product of a settlement reached by the parties during negotiations. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement effective July 1, 2012 through June 30, 2013. I have also attached a synopsis of the agreed upon items as well as a copy of the fiscal impact statement referenced in the Workforce/Compensation chapter of my budget to assist in Council's review of the document.

cc: Joseph Adler, Director, Office of Human Resources
Jennifer Hughes, Director, Office of Management and Budget
Richard Bowers, Fire Chief, Fire and Rescue Services
Marc Hansen, County Attorney, Office of the County Attorney

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION, INC.,
LOCAL 1664, AFL-CIO**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters Association, Inc., Local 1664, AFL-CIO (Union), agree that their collective bargaining agreement effective July 1, 2011, through June 30, 2013, is subject to the amendments shown on the following pages. The amendments to the collective bargaining agreement set forth below become effective on July 1, 2012 unless otherwise noted herein.

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

* * *

ARTICLE 17 - SPECIAL DUTY DIFFERENTIALS

* * *

Section 17.2 Special Pay Differentials:

* * *

- E. Beginning the first day of the first full pay period on or after July 1, 2012, Sections 17.2 (A)- (D) (and the introductory sentence to 17.2) shall no longer be in effect, and starting that date all County-credentialed ALS providers will receive a special pay differential in accordance with the following schedule:

Credential Years:

<u>0-4 years</u>	<u>\$5,830</u>
<u>5-8 years</u>	<u>\$6,891</u>
<u>8+ years</u>	<u>\$7,951</u>

* * *

ARTICLE 19 – WAGES

Section 19.1 Wage Increase

* * *

- B. Effective the first full pay period on or after July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent. This 4 percent wage increase which was to be effective the first full pay period on or after July 1, 2009 and which was postponed through a May 2009 Memorandum of Agreement between the parties shall continue to be postponed during FY 2012 and FY 2013.
- C. Effective first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 – 3.5%). No bargaining unit employee otherwise eligible for a 3.5% "LS2" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 28 years of service in FY 2013 shall receive a 3.5% "LS2" increase to their base pay in FY 2013 effective the pay period in which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS2" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS2" increase to their base pay effective the first full pay period on or after July 1, 2012. [However] No bargaining unit employee shall lose service credit for purposes of progression to LS2.
- D. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5%. This 3.5 percent wage increase, which the County Council elected not to fund in FY 2011 or FY 2012, shall be postponed during FY 2012 and FY 2013.

* * *

- G. A \$2,000 lump sum payment shall be made to bargaining unit members who are actively employed by the County on July 1, 2012. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. The lump sum payment shall be pro-rated for part-time employees. Employees who are on unpaid leave and return to work during FY 2013 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement or life insurance purposes and employees will not receive any retirement or life insurance benefits based on

these payments. Employees will not be required to contribute towards their retirement benefits for this payment.

Section 19.2 Salary Schedule

* * *

- C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee. No bargaining unit employee otherwise eligible for a 3.5% "LS" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 20 years of service in FY 2013 shall receive a 3.5% "LS" increase to their base pay in FY 2013 effective the pay period in which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS" increase to their base pay effective the first full pay period on or after July 1, 2012. [However] No bargaining unit employee shall lose service credit for purposes of progression to Step LS.

* * *

ARTICLE 20 - INSURANCE BENEFITS COVERAGE AND PREMIUMS

* * *

Section 20.3 Employee Benefits Committee

- A. The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of three (3) members appointed by the County, and three (3) members appointed by the Union. The Union representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Union representatives and County representatives on the Committee shall each appoint a Co-Chair of the

Committee from their respective groups.

The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding cost containment measures. The Committee shall meet not less than twice a month during the months of July 2011 through October [2011]. A quorum for conducting business shall consist of at least two members appointed by each party. On or before October 31, [2011,] the Committee shall present written recommendations to the County Executive and the Union President.

- B. The parties agree that during the term of this Agreement the Benefits Committee may review the following subjects as well as any other subjects the parties agree upon.

* * *

In addition, the parties agree that the Committee shall meet at least once a month during the month of July through October 2012 to discuss the following subjects:

- a. a Union-sponsored and administered health insurance plan for bargaining unit employees;
- b. joint submission of legislation to the County Council to amend the County Code to provide that:
 - 1. any bargaining unit employee who incurs breast cancer shall automatically be entitled to disability leave for a service connected illness until and unless such claim is eventually denied by the Maryland Workers' Compensation Commission, and
 - 2. any bargaining unit employee who incurs breast cancer shall automatically be entitled to service connect disability retirement benefits under the Montgomery County Employees' Retirement System;
- c. development and implementation of disease management and wellness programs for bargaining unit employees
- d. prescription drug and emergency room co-pays for bargaining unit employees; and
- e. the existing Point-of-Service (POS) Plans offered to bargaining unit

employees for discussion of:

1. possible elimination of existing High-Option POS plan, and
2. in-network vs. out-of-network benefits for bargaining unit employees who are enrolled in a POS plan and who reside outside the Washington, DC metropolitan area or the State of Maryland.

On or before October 31, 2012, the Committee shall present written recommendations to the County Executive and the Union President concerning these subjects.

* * *

ARTICLE 54 – TUITION ASSISTANCE

* * *

Section 54.11

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee Tuition Assistance Program to [\$1,630 for FY 2009, \$1,730 for FY 2010, and \$1,830 for FY 2011] \$1,830 for FY 2013.

* * *

ARTICLE 55 – SERVICE INCREMENTS

* * *

Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be postponed through June 30, 2012. Similarly, the FY 2012 and FY 2013 service increments that eligible bargaining unit employees would otherwise receive in Fiscal Years 2012 and 2013 in accordance with this Article 55 shall also be postponed during FY 2012 and FY 2013. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

* * *

APPENDIX IX

MEMORANDUM OF AGREEMENT

BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND
THE MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1664

This Memorandum of Agreement between the Montgomery County Government ("hereinafter, "MCG" or "the Employer") and the Montgomery County Career Fire Fighters Association, International Association of Fire Fighters, Local 1664 (hereinafter, "Local 1664" or "the Union") memorializes certain agreements reached between the parties in collective bargaining negotiations occurring between December 1, 2011 and January 31, 2012.

This Agreement applies to any MCG Fire and Rescue Service (hereinafter, "MCFRS") bargaining unit employee (or current employee who becomes a future retiree from MCFRS employment) who has suffered a service-connected injury or illness. If such an employee's physician orders an MRI, physical therapy or surgery, or a doctor's visit is requested, and that employee or his/her designated representative (e.g., the Union or legal counsel) has submitted the documentation as listed below to the County's third party workers' compensation administrator requesting authorization for the MRI, physical therapy, surgery, or doctor's visit, then during the period of sixty (60) calendar days after both parties have signed this Memorandum of Agreement, the County's third party workers' compensation administrator shall respond in writing (which includes response by email) to each request received within five (5) calendar days from the date of receipt; and then after the initial sixty-day period, within three (3) calendar days of such receipt, stating whether the request is confirmed or denied; and if denied, the administrator shall include a written explanation as to why the request was denied.

In order to be covered under this Agreement, an employee or his/her designated representative, e.g., the Union or legal counsel, must provide the following documentation:

- (1) for an MRI, an employee must provide a prescription from the prescribing physician and any updated medical records, if available;
- (2) for a course of physical therapy, an employee must provide a prescription from the prescribing physician and any updated medical records, if available;
- (3) for surgery, any documentation, including the medical records and/or prescription recommending surgery;
- (4) for a physician's visit after reaching maximum medical improvement, an employee must provide any medical records available since the last approved treatment (if no new medical records exist, then the request should specify that and no documents need to be provided) and the County will automatically approve at least one visit to a physician.

If the County's third party workers' compensation administrator does not respond in writing to an employee's request for confirmation of coverage within five (5) calendar days for the next sixty (60) calendar days after adoption of the instant Memorandum of Agreement and after sixty (60) calendar days within three (3) calendar days of receipt of the request with the required documentation as listed herein, the following shall occur:

- (1) for a MRI, the request will be deemed approved;
- (2) for a course of physical therapy, eight sessions will be deemed approved;
- (3) for a physician's visit after reaching maximum medical improvement, the request will be deemed approved; and
- (4) for surgery, a medical review or an independent medical evaluation will be scheduled within twenty one (21) calendar days of the request for surgery.

Upon the occurrence of any of the events in items (1) – (4) immediately above and the failure of the County's third party workers' compensation administrator to provide written approval (or notice of scheduling an IME, where applicable), the employee or his/her designated representative, e.g., the Union or legal counsel, may notify in writing the County's Office of Risk Management, and the Office of Risk Management shall take the necessary action so that written approval (or notice of scheduling an IME, where applicable) is issued to the employee or his/her designated representative within forty-eight (48) hours of receipt of notification. Should the employee or his/her designated representative not receive written approval (or notice of scheduling an IME, where applicable) within forty-eight (48) hours of receipt of notification by the Office of Risk Management, the employee or his/her designated representative may then notify the Office of County Attorney, which shall then take necessary action so that written approval (or notice of scheduling an IME, where applicable) is issued within forty-eight (48) hours after being so notified.

Nothing under this Agreement shall affect the parties' rights under the Maryland Workers' Compensation Act. Specifically, the County's approval of treatment shall not be deemed an acceptance of causal relationship of the treatment to the workers' compensation case.

APPENDIX X
MEMORANDUMS OF UNDERSTANDING AND SIDE BAR LETTERS

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives effective July 1, 2012

Montgomery County Career Fire Fighters
Association, IAFF Local 1664, AFL-CIO, CLC

Montgomery County Government
Montgomery County, Maryland

By: _____
John J. Sparks
President

By: _____
Isiah Leggett
County Executive

By: _____
Mark A. Davies
Chief Negotiator

By: _____
Richard R. Bowers
Fire Chief

By: _____
Approved as to Form and Legality
County Attorney's Office

**Memorandum of Agreement
between
Montgomery County Career Fire Fighters Association, Inc.,
International Association of Fire Fighters,
Local 1664, AFL-CIO
and
Montgomery County Government,
Montgomery County Maryland
For July 1, 2012 to June 30, 2013**

The Parties hereto, the Montgomery County Career Fire Fighters Association, Inc., International Association of Fire Fighters, Local 1664, AFL-CIO and Montgomery County, Maryland, agree to amend their current collective bargaining agreement ("CBA"), the term of which is July 1, 2011 - June 30, 2013, for the employees in the Fire/Rescue Service bargaining unit. The amendments to the CBA set forth below become effective on July 1, 2012 unless otherwise noted herein.

1. The County Executive shall make a good faith effort to have the County Council take action to implement all terms and conditions of this Agreement.
2. Unless expressly amended herein, all terms and provisions of the July 1, 2011 - June 30, 2013 CBA, including all Side Letters and Appendices thereto and all footnotes reflecting action taken by the Montgomery County Council in Bill 11-11 and Resolution No. 17-149, shall remain in effect during the County's Fiscal Year 2013.
3. The following new subsection 17.2(E) shall be added to Article 17, Section 17.2 ("Special Pay Differentials") of the parties' collective bargaining agreement:

E. Beginning the first day of the first full pay period on or after July 1, 2012. Sections 17.2 (A) - (D) (and the introductory sentence to Section 17.2) shall no longer be in effect, and starting that date all County-credentialed ALS Providers will receive a special pay differential in accordance with the following schedule:

Credential Years:

<u>0-4 years</u>	<u>\$5.830</u>
<u>5-8 years</u>	<u>\$6.891</u>
<u>8+ years</u>	<u>\$7.951</u>

4. Article 19, Section 19.1(B) of the parties' collective bargaining agreement shall be amended as follows:
 - B. Effective the first full pay period on or after July 1, 2009, the base salary for all bargaining unit members shall be increased by 4 percent. This 4 percent wage increase which was to be effective the first full pay period on or after July 1, 2009 and which was postponed through a May 2009 Memorandum of Agreement between the parties shall continue to be postponed during FY 2012 and FY 2013.
5. Article 19, Section 19.1(D) of the parties' collective bargaining agreement shall be amended as follows:
 - D. Effective the first full pay period on or after July 1, 2010, the base salary for all bargaining unit members shall be increased by 3.5 percent. This 3.5% wage increase, which the County Council elected not to fund in FY 2011 or FY 2012, shall be postponed during FY 2012 and FY 2013.
6. The following new Section 19.1(F) shall be added to Article 19 ("Wage Increase") of the parties' CBA:

A \$2,000.00 lump sum payment shall be made to bargaining unit members who are actively employed by the County on July 1, 2012. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. The lump sum payment shall be pro-rated for part-time employees. Employees who are on unpaid leave and return to work during FY 2013 will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement or life insurance purposes and employees will not receive any retirement or life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement benefits for this payment.
7. Article 19, Section 19.1(C) of the parties' collective bargaining agreement shall be amended as follows:
 - C. Effective first full pay period on or after July 1, 2009, add new longevity step at year 28 (LS2 – 3.5%). No bargaining unit employee otherwise eligible for a 3.5% "LS2" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 28 years of service in FY 2013 shall receive a 3.5% "LS2" increase to their base pay in FY 2013 effective the pay period in

which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS2" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS2" increase to their base pay effective the first full pay period on or after July 1, 2012. No bargaining unit employee shall lose service credit for purposes of progression to LS2 as a result of any prior County Council decision not to fund longevity step increases.

8. Article 19, Section 19.2(C) of the parties' collective bargaining agreement shall be amended as follows:

C. Bargaining unit employees shall progress to Step LS on the uniform pay plan upon completion of 20 years of service as a County merit system employee. No bargaining unit employee otherwise eligible for a 3.5% "LS" increase to their base pay shall receive such increase in FY 2012. All bargaining unit employees who reach 20 years of service in FY 2013 shall receive a 3.5% "LS" increase to their base pay in FY 2013 effective the pay period in which their service anniversary date occurs. All bargaining unit employees who became eligible for a 3.5% "LS" increase to their base pay prior to July 1, 2012 but who did not receive such increase due to a County Council decision not to fund longevity step increases shall receive a 3.5% "LS" increase to their base pay effective the first full pay period on or after July 1, 2012. No bargaining unit employee shall lose service credit for purposes of progression to Step LS.

9. Article 20, Section 20.3 of the parties' collective bargaining agreement ("Employee Benefits Committee") shall be amended as follows:

A. The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of three (3) members appointed by the County, and three (3) members appointed by the Union. The union representatives on this committee shall be considered to be on detail if working during these meetings. Hour for hour compensatory time or pay at the employees' regular hourly rate shall be credited to union representatives who attend meetings on their day off. Either party may remove or replace its appointees at any time. In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Union representatives and the County representatives on the

Memorandum of Agreement

LAFF for July 1, 2012 to June 30, 2013

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Committee shall each appoint a Co-Chair of the committee from their respective groups. The purposes and functions of the Employee Benefits Committee shall be to: a) review existing employee benefits and their provisions; and b) make findings and/or recommendations to the parties regarding cost containment measures. The Committee shall meet not less than twice a month during the months of July through October ~~2011~~. A quorum for conducting business shall consist of at least two members appointed by each party. On or before October 31, ~~2011~~, the Committee shall present written recommendations to the County Executive and the Union President.

- B. The parties agree that during the term of this Agreement the Benefits Committee may review the following subjects as well as any other subjects the parties agree upon.

Employee + 1 options

Treatment Limits

Medical spending accounts/employer funded

Prospective retiree prescription and vision benefits

New/different healthcare providers

Healthcare provider accreditation

Prescription drug plan consolidation and co-pays

Dental and Orthodontic coverage

In addition, the parties agree that the Committee shall meet at least once a month during the months of July through October 2012 to discuss the following subjects: (a) a Union-sponsored and administered health insurance plan for bargaining unit employees; (b) joint submission of legislation to the County Council to amend the County Code to provide that: (1) any bargaining unit employee who incurs breast cancer shall automatically be entitled to disability leave for a service connected illness until and unless such claim is eventually denied by the Maryland Workers' Compensation Commission, and (2) any bargaining unit employee who incurs breast cancer shall automatically be entitled to service connected disability retirement benefits under the Montgomery County Employees' Retirement System; (c) development and implementation of disease management and wellness programs for bargaining unit employees; (d) prescription drug and emergency room co-pays for bargaining unit employees; and (e) the existing Point-of-Service (POS) Plans offered to bargaining unit employees for discussion of: (1) possible elimination of the existing High-Option POS plan, and (2) in-network vs. out-of-network benefits for bargaining unit employees who are enrolled in a POS plan and who reside outside the Washington, DC metropolitan area or the State of Maryland. On or before October 31, 2012, the Committee shall present written recommendations to the County Executive and the Union President concerning these subjects.

10. Article 54, Section 54.11 of the parties' collective bargaining agreement shall be amended as follows:

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee Tuition Assistance Program to ~~\$1,630 for FY 2009, \$1,730 for FY 2010, and \$1,830 for FY 2011~~ 2013.

11. Article 55, Section 55.8 of the parties' collective bargaining agreement ("Postponement of Service Increments") shall be amended as follows:

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be postponed through June 30, 2012. Similarly, the FY 2012 and FY 2013 service increments that eligible bargaining unit employees would otherwise receive in Fiscal Years 2012 and 2013 in accordance with this Article 55 shall also be postponed during FY 2012 and FY 2013. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.

12. The Memorandum of Agreement between the Montgomery County Career Fire Fighters Association, Inc., International Association of Fire Fighters, Local 1664, AFL-CIO and Montgomery County, Maryland concerning bargaining unit employees who suffer service-connected injuries or illnesses, a true copy of which is appended hereto as Attachment 1, shall appear as Appendix IX of the parties' collective bargaining agreement, and the existing Appendix IX shall be renumbered as Appendix X.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February, 2012.

Montgomery County Career Fire Fighters
Association, International Association of
Fire Fighters, Local 1664, AFL-CIO:

Montgomery County Government
Montgomery County, MD

By: [Signature]
John J. Sparks, President

2/22/12
Date

By: [Signature] 3/5/12
Isiah Leggett, County Executive Date

By: [Signature]
Mark Davies, 2nd Vice Pres.,
Chief Negotiator

2/21/2012
Date

By: [Signature] 2/22/12
Steven Sluchansky,
Chief Negotiator Date

Memorandum of Agreement
IAFF for July 1, 2012 to June 30, 2013
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Approved as to form and legality
Office of the County Attorney

By. 
Silvia Kinch

2/23/12
Date

Summary of Proposed Labor Agreement with IAFF Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
1	17.2(E)	Special Pay Differentials	Effective 7-1-2012, all County credentialed ALS providers will receive a pay differential as follows: 0-4 years: \$5,830 5-8 years: \$6,891 8+ years: \$7,951 All special pay differential shall follow the above pay schedule	Yes	Yes	No	No	See fiscal impact statement
2	19.1(B)	Wage Increase	The FY10 4% pay increase will continue to be postponed for FY13	No	No	No	No	
3	19.1(C)	Longevity - 28 years of service	Effective July 1, 2012 - any member who reach LS2 in FY 11 or FY 12 will receive their longevity increment the first full pay period of FY13 Beginning FY13 LS2 will be paid as normal	Yes	Yes	No	No	See fiscal impact statement
4	19.1(D)	Wage Increase	The FY11 3.5% pay increase will continue to be postponed for FY 13	No	No	No	No	
5	19.1(G)	Wage Increase	A \$2,000 lump sum payment will be paid to actively employed bargaining unit members on July 1, 2012 The amount will be prorated for part time employees Employees covered by Article 53 will not receive this payment Employees on unpaid leave will receive their payment following their return Payment will be considered as regular earnings for income withholding and tax purposes Payment will not be considered as regular earnings for retirement/life insurance purposes or benefits	Yes	Yes	No	No	See fiscal impact statement

Summary of Proposed Labor Agreement with IAFF Effective FY 2013

No.	Article	Subject	Summary of Change	Requires Appropriation of funds	Present or Future Fiscal Impact	Requires Legislative Change	Requires Regulation Change	Notes
6	19.2(C)	Longevity - 20 years of service	Effective July 1, 2012 - any member who reach LS in FY 11 or FY 12 will receive their longevity increment the first full pay period of FY13 Beginning FY13 LS will be paid as normal	Yes	Yes	No	No	See fiscal impact statement
7	20.3	Employee Benefits Committee	Remove "2011" Committee will meet at least once a month between July and October 2012 to discuss the following: union administered health care; legislation to add breast cancer to service connected disability; development of a disease management and wellness program; prescription drug and ER co-pays; possible elimination of the POS high option; in-network vs. out-of-network benefits for members who reside outside DC metro area or MD state Written recommendations will be presented on or before 10/31/2012 to the CE and Union President	No	No	No	No	
8	54.11	Tuition Assistance	The FY13 max tuition assistance amount will be \$1,830	No	No	No	No	
9	55.8	Postponement of Service Increments	The service increment for FY12 will continue to be postponed in FY13 The FY 13 service increment will be postponed for FY13	No	No	No	No	
10	App IX	Service Connected Injuries or Illness	MOU by the parties on January 26, 2012 relating to employees suffering from service connected injuries or illnesses	No	No	No	No	

**Municipal & County Government Employees Organization,
United Food and Commercial Workers, Local 1994**

Fiscal Impact Summary

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
5	Wages	\$2,000 Across-the-Board Lump-Sum Payment	\$10,134,697	\$0	\$0
6	Service	Longevity Step Increases - Already Qualified & Newly	\$355,534	\$431,309	\$431,309
	Increments	Qualified			
Appendix XIV		Reimbursement for Tool Purchases by Mechanics ¹ up to	\$22,500	\$0	\$0
Total Fiscal Impact			\$10,512,731	\$431,309	\$431,309

¹ This is to provide a reimbursement for tools purchased between April 26, 2009, and April 26, 2010, by mechanics assigned to the Central Maintenance Garage.

**Montgomery County Career Fire Fighters Association, Inc.,
International Association of Fire Fighters, Local 1664**

Fiscal Impact Summary

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY13</u>
17	Special Duty Differentials	Advanced Life Support (ALS) Differentials ¹	\$269,751
19	Wage Increase	LS1 Longevity Step Increases - Already Qualified & Newly Qualified	\$221,719
19	Wage Increase	LS2 Longevity Step Increases - Already Qualified & Newly Qualified	\$89,515
New		\$2,000 Across-the-Board Lump-Sum Payment	\$2,304,283
Total Fiscal Impact			\$2,885,268

¹ Paramedics hired after July 1, 2005, who are County-credentialed ALS Providers will receive a special pay differential equal to that paid to more senior ALS providers (0-4 years of service: \$5,830; 5-8 years of service: \$6,891; 8+ years of service: \$7,951). These ALS providers had been paid a \$3,000 differential plus an hourly differential when performing ALS work.

Fraternal Order of Police Montgomery County Lodge 35, Inc.

Fiscal Impact Summary

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY13</u>	<u>FY14</u>
6	Clothing Allowance	Running Shoes for Academy Staff ¹	\$1,425	\$1,425
6	Clothing Allowance	Bike Shoes for Bicycle Patrol Officers ¹	-\$7,130	-\$7,130
28	Service Increments	Longevity Step Increases - Already Qualified & Newly Qualified	\$182,258	\$251,876
30	Uniforms and Equipment	Motor Boots for Traffic Officers ²	-\$3,800	-\$3,800
35	Vehicles	Various Changes	\$10,048	\$0
36	Wages	\$2,000 Across-the-Board Lump-Sum Payment	\$2,399,626	\$0
Total Fiscal Impact			\$2,588,132	\$248,076

¹ An annual clothing allowance of \$95 will be made available to Academy staff for the purchase of athletic shoes. Officers working full-time on bicycle patrol will be provided with a clothing allowance of \$115 for the annual purchase of bicycle shoes; officers working part-time on bicycle patrol shall receive the same allowance every three years.

² Motorcycle officers will be provided two pairs of motorcycle boots upon assignment, then one new pair every three years.

FY13 COUNCIL DECISION CHART

General Wage Adjustments

	Provision	Agreement	Executive's Budget	Committee Decision	Fiscal Impact
1A	FOP GWA	\$2000 lump sum	\$2000 lump sum		\$2,399,626
1B	MCGEO GWA	\$2000 lump sum	\$2000 lump sum		\$10,134,697
1C	IAFF GWA	\$2000 lump sum	\$2000 lump sum		\$2,304,283

Service and Longevity Increments

	Provision	Agreement	Executive's Budget	Committee Decision	Fiscal Impact
2A	FOP Service Increments	0	0		\$0
2B	FOP Longevity Increments	20 years	20 years		\$182,258
2C	MCGEO Service Increments	0	0		\$0
2D	MCGEO Longevity Increments	20 years	20 years		\$355,534
2E	IAFF Service Increments	0	0		\$0
2F	IAFF Longevity Increments	20 years	20 years		\$221,719
2G	IAFF Longevity Increments	28 years	28 years		\$89,515

Special Provisions

	Provision	Agreement	Executive's Budget	Committee Decision	FY13 Fiscal Impact
3	FOP Tuition Assistance	\$135,000 cap	\$135,000 cap		\$135,000
4	FOP Organ Donor Leave	Yes	Yes		?
5	FOP Running Shoes for Academy Staff	\$95/year	\$95/year		\$1425
6	FOP Bike shoes for Bicycle Patrol Officers	\$115/year	\$115/year		-\$7130
7	FOP Motor Boots for Traffic Officers	2 Pair plus new pair every 3d year	2 Pair plus new pair every 3d year		-\$3800
8	FOP Vehicle Changes	Various changes	Various changes		\$10,048
9	IAFF ALS Special Pay	Annual increment for all	Annual increment for all		\$269,751
10	MCGEO Tool reimbursement for FY10 & FY11 purchases	\$1500/FRS mechanic	\$1500/mechanic		\$22,500
11	MCGEO Classification Studies	Add mandatory studies	?		?



OFFICE OF HUMAN RESOURCES

Isiah Leggett
County Executive

Joseph Adler
Director

MEMORANDUM

April 12, 2012

TO: Robert Drummer, Senior Legislative Attorney
Montgomery County Council

FROM: Joseph Adler, Director
Office of Human Resources

SUBJECT: Questions about the FY 13 Collective Bargaining Agreements

Please find below responses to the Council's question regarding the proposed FY13 Collective Bargaining Agreements, per your email dated April 5, 2012. If further clarification is needed, please let me know.

Question 1. In all 3 Agreements, what is the theory behind giving step increases only to those employees eligible for longevity steps? By definition, they are the highest paid employees in each grade. Do we have any statistics showing retention problems for long time employees that support this decision?

Executive Branch Response: The reinstatement of longevity increases was a result of an agreement reached between the County and all of the bargaining units. It was part of the give and take during negotiations. The County is not in a financial position to be able to resume paying increments in Fiscal Year 2013 for all eligible employees. As indicated, by virtue of being at the top of the pay grade, they are the highest paid employees in their pay band. This fact also means that a \$2,000 non-base payment, measured as a percentage of salary, is proportionately smaller for them when compared against employees lower on the pay scale.

Question 2. In the IAFF Agreement, can you confirm that the new provision for ALS special pay would pay everyone an annual lump sum (at the current differential for employees hired before July 1, 2005) without regard to how many hours the employee is assigned to a transport unit? In short, we reduced the special pay for new hires in 2005, grandfathered those already hired, and

now we are paying everyone the old way. OMB estimated the cost of this change at \$269,751 per year. Can you explain the theory behind this change?

Executive Branch Response: This was agreed to within the context of reaching an overall agreement. In short, there will no longer be an hourly compensation component tied for the special duty differential. The change to the pre-2005 structure will serve as a recruitment and retention incentive for ALS providers. MCFRS now has the ability with an agreed upon Fire Chief's General Order to assign certified personnel to ALS units, and the proposed agreement gives the Chief flexibility to assign ALS certified bargaining unit members at all levels to ride the medic transport units.

Question 3. Can you confirm that in the IAFF agreement, the proposed legislation making breast cancer automatically service-connected is not an agreement? You only agreed to discuss this further.


Executive Branch Response: There is no proposed legislation. The possibility of the parties jointly proposing legislation to add breast cancer to the assumption list for service connected disability will be discussed within the context of the employee benefits committee. It is our understanding, however, that the recently concluded session of the Maryland General Assembly enacted legislation expanding firefighters presumption for occupational illnesses, including breast cancer, and this may supersede any collective bargaining agreement between County and IAFF.

Question 4. Why is there no fiscal impact for re-instituting tuition assistance for the IAFF in FY13?

Executive Branch Response: Tuition assistance for the IAFF has not been reinstituted for FY13. The CBA was updated to reflect that, if the program were in effect, the maximum amount an employee would be eligible for would be the same amount (\$1,830) already included in the CBA for prior years. However, the program has not been funded for FY13 and, therefore, the individual maximum does not apply.

Question 5. Please explain the Memorandum of Agreement concerning treatment for service-connected injuries in the IAFF Agreement?

Executive Branch Response: The purpose of this MOU is to ensure that employees who have suffered a service connected injury receive prompt responses from the County's 3rd party administrator when requesting treatment/tests required by their treating physician. The MOU provides a mechanism for an employee to seek the assistance of the Office of Risk Management and, if necessary, the Office of the County Attorney in receiving the written approval for any necessary procedures in the event that the 3rd party administrator fails to respond within the 3 day time period required by the MOU.



Question 6. In the FOP Agreement, can an SOFV be used to commute to and from outside employment outside of the County?

Executive Branch Response: No. The CBA did not expand the use of PD vehicles outside the County.

Question 7. In the FOP Agreement, did you agree to negotiate over the outside employment request form? Is there an agreed upon form? Doesn't the current form require approval of the Ethics Commission?

Executive Branch Response: Yes. We agreed to negotiate over the form, and there is an agreed upon form. FOP members will still have to seek approval of outside employment from the Ethics Commission.

Question 8. In the FOP Agreement, why did the Executive agree to permit outside employment (with conditions) with establishments that sell alcohol?

Executive Branch Response: The past practice has been to permit this type of employment with conditions. The additional conditions agreed to during recent negotiations were for officer safety to include an additional officer and they both are to be outside of the establishment in uniform.

Question 9. In the FOP Agreement, what is the significance of changing the PPV requirement from "residing in the County" to "domiciled in the County?"

Executive Branch Response: The change was to sharpen and focus the definition. Domicile is the term used most often in legal documents, cases, etc. In general, "domicile" refers to a person's place of residence; a person's true, fixed, and legally recognized place of residence, especially in cases of prolonged absence that require them to prove a continuing and significant connection with the place. A "residence" means where one lives, and although it can be read as where the person permanently lives, it can also be read to mean where someone lives right now.

Question 10. In the MCGEO Agreement, does Section 5.1 (service increments) conflict with Section 6.8 postponing all service increments in FY13?

Executive Branch Response: Section 5.1 of the MCGEO agreement states that the granting of service increments is subject to the provisions of Article 6 (Service Increments). The service increment suspension language of Article 6 would be one of the provisions that is incorporated by the reference in Section 5.1.

Memo from Joe Adler to Bob Drummer

April 12, 2012

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Response to Council Inquiry by MCPD
Date of Response: April 18, 2012

Question presented:

8. **FOP outside employment in security for an establishment that sells alcohol.** The existing language in the Agreement prohibits uniform off-duty secondary employment for an establishment that distributes or sells alcohol. The new language appears to permit it with conditions. Are you saying that the past practice was to permit this secondary employment despite the prohibition in the Agreement? If so, how have the conditions for approval changed? If not, why the change?

Response:

This was not a "past practice" as understood in a labor context. The current F.O.P. Collective Bargaining Agreement (C.B.A.) contains a provision whereby officers can be approved to work for an establishment that dispenses or sells alcohol. C.B.A. Article 27 Section D (6). The current C.B.A., however, does not permit officers to wear the uniform nor may the officers work in the bar area where the alcoholic beverages are sold or dispensed.

The change in the new C.B.A. permits officers to wear the uniform as long as two or more officers are hired to work and are present the entire time. Officers will still be prohibited from working in the area where the alcoholic beverages are sold or dispensed. The change is intended to provide an option for increased visibility and enhanced safety which benefits the officers, the patrons of the establishment, and the public.

Article 27 Secondary Employment (Current C.B.A.)

Section D. Restrictions

6. In Montgomery County, employees will not engage in secondary employment in any capacity for any business that sells, dispenses or handles alcoholic beverages with the following exceptions: An employee may work for a store, restaurant, motel, hotel, country club or similar establishment as a security person, desk clerk, or similar capacity, provided no part of the employee's specific duties are related to or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment.